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**CITY COUNCIL  
MEETING AGENDA**

**February 17, 2026  
6:00 PM**

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

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**WORKSHOP – 4:30 pm 2nd Floor Conference Room**

- a. Fiscal Impact Analysis — Presented By Urban3

**REGULAR MEETING – 6:00 pm City Council Chambers**

The regular agenda is scheduled to start at 6:00 PM, but may start earlier depending on the completion of any preceding workshop.

**CALL TO ORDER BY MAYOR WESTLUND**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF CITY COUNCIL MEMBERS**

Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Jack Mosby, Marc Lucca

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

- a. Appointment of Mayor Westlund to Industrial Development Corporation Seat #2 and Assigning Seat Numbers to the Other Board Members.

**AMENDMENTS TO THE AGENDA**

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

**DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS**

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

**1. CONSENT CALENDAR**

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

**ACTION ITEMS:**

- a. Minutes – February 3, 2026, City Council Meeting

- b. Minutes - February 5, 2026 City Council Workshop
- c. Payables 02/04/2026 - 02/18/2026
- d. Authorization to Demolish the Corbin House

## 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. Construction Manager/General Contractor Contract with Apollo Inc. for Preconstruction Services at the Water Reclamation Facility
- b. Ordinance - City Boards and Commissions
- c. Ordinance - Parades
- d. Consideration of Adding Invocation to City Council Agendas

## 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. Repeal of Policy on City Proclamations
- b. Amendment to Personnel Policy – Holiday Schedule
- c. Chapin Building RFP Discussion

- d. Streets Division Operational Efficiency Study
- e. America 250 Resolution and Grant Application

## 5. CITIZEN ISSUES

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

## 6. ADMINISTRATIVE / STAFF REPORTS

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

- a. Economic Development Policy Discussion

## 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 N. 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 Randy Westlund

Councilors: Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Jack Mosby, Marc Lucca

Mission

Building Community.

**CITY OF POST FALLS  
AGENDA REPORT**

JOINT WORKSHOP WITH PLANNING AND ZONING COMMISSION – 4:30 pm 2nd Floor Conference Room

**MEETING DATE:** 2/17/2026

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Jonathon Manley, Planning Manager  
**SUBJECT:** Fiscal Impact Analysis — Presented By Urban3

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**ITEM AND RECOMMENDED ACTION:**

Urban3, the Fiscal Impact Analysis consultant working on the Comprehensive Plan update, will present their findings to the City Council.

**DISCUSSION:**

Urban3 is a nationally recognized planning and analytics firm that specializes in evaluating the financial performance of land use and development patterns. Using detailed data and visual modeling, Urban3 helps communities understand how different types of development impact long-term municipal revenues, costs, and fiscal sustainability. For the City of Post Falls, Urban3 is conducting a Fiscal Impact Analysis to assess how existing and future development patterns may affect the City's ability to fund infrastructure, services, and community priorities, providing decision-makers with clear, data-driven insights to support informed planning and policy decisions. These efforts should assist discussions regarding the development of Future Land Use Maps within the current Comprehensive Plan update.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

Contract was approved on 9/16/2024.

**APPROVED OR DIRECTION GIVEN:**

This presentation is part of the facilitation of the contract with Urban3 to complete the Fiscal Impact Analysis report with the City of Post Falls.

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

Annexation Fees

**BUDGET CODE:**

017-410.0000.62040

**ATTACHMENTS:**

None

**CITY OF POST FALLS  
AGENDA REPORT**  
CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:  
**MEETING DATE: 2/17/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** Shelly Enderud, City Administrator

**SUBJECT:** Appointment of Mayor Westlund to Industrial Development Corporation Seat #2 and Assigning Seat Numbers to the Other Board Members.

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**ITEM AND RECOMMENDED ACTION:**

The Mayor requests that the city council confirm his appointment to Seat 2 on the Industrial Development Corporation. Additionally, the Mayor requests that existing board members Len Crosby and Jerry Lyon be reappointed to Seats 1 and 3. The mayor has historically had a seat on the board of the corporation and the terms of the two other members have not expired, but staff is seeking to establish seat numbers for the members. A majority vote of the city council is required to approve the appointments/re-appointments.

**DISCUSSION:**

Post Falls has an established Industrial Development Corporation, which is a public corporation established to issue Industrial Revenue Bonds. Industrial Revenue Bonds are a type of tax-free municipal bond used to finance manufacturing construction or expansion of manufacturing facilities.

The bonds are repaid by the company for whom the bonds are issued. The bonds typically can lower financing costs because of lower interest rates for qualifying facilities. An established manufacturing facility recently expressed interest in expanding its facility and would potentially like to use Industrial Revenue Bonds. In order to do that, the city needs to appoint three members to the board of the Industrial Development Corporation. On May 20, 2025, the City Council appointed Len Crosby and Jerry Lyon to the board. The third member of this board has been held by the Mayor in the past.

Appointing Mayor Westlund will continue with this past practice. Staff would also like the Council to confirm that seat assignment for each position on the board. Each board position is a four-year term.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

N/A

**APPROVED OR DIRECTION GIVEN:**

N/A

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

N/A

**BUDGET CODE:**

N/A

**ATTACHMENTS:**

1. IDC Application for Len Crosby Redacted
2. IDC Application for Jerry Lyon Redacted
3. 1270 Formation of the Industrial Development Corporation of the City of Post Falls 9-24-2014 (ID

156316) (1)



408 N SPOKANE STREET  
 POST FALLS, ID 83854  
 208-773-3511 Fax 208-773-8362

**APPLICATION FOR CITY BOARDS AND COMMISSIONS**

NAME LEONARDO ANDREW CROSBY III  
 RESIDENCE ADDRESS [REDACTED] Post Falls, Id  
 MAILING ADDRESS SAME 83854  
 HOME PHONE [REDACTED] CELL PHONE [REDACTED]  
 EMAIL [REDACTED]  
 CURRENT EMPLOYER FINANCIAL AND REAL ESTATE CONSULTING  
 POSITION MANAGE MANAGING PARTNER  
 WORK PHONE [REDACTED] WORK EMAIL [REDACTED]

I WOULD BE WILLING TO SERVE IN THE FOLLOWING APPOINTED POSITION(S)  
 (Check all that apply):

- PARKS & RECREATION COMMISSION (4 year term)
- PLANNING & ZONING COMMISSION (4 year term; 2-year County Residency Required)
- URBAN RENEWAL AGENCY COMMISSION (5 year term)
- INDUSTRIAL DEVELOPMENT CORPORATION (3 year term)

RESIDENT OF THE CITY OF POST FALLS: 25 YEARS  
 RESIDENT OF KOOTENAI COUNTY: 25 YEARS

CURRENT GOVERNMENT OR ASSOCIATED GOVERNMENT POSITIONS YOU HOLD OR HAVE HELD: CURRENT POSITIONS  
CHAIR AND TREASURER - POST FALLS URBAN RENEWAL COMMISSION  
BOARD MEMBER - IDAHO BOND BANK AUTHORITY  
" " - IDAHO CREDIT RATING ENHANCEMENT COMMITTEE  
CHAIRMAN - BOARD OF TRUSTEES, KOOTENAI BRIDGE ACADEMY  
SEE ATTACHMENT

LIST ALL CURRENT OR PAST POST FALLS COMMUNITY INVOLVEMENT (i.e., Food Bank, Kiwanis, Chamber of Commerce):  
~~BOYS AND GIRLS CLUB BOARD DIRECTOR~~  
SEE ATTACHMENT

Len Crosby's current and prior volunteer involvement in Community service and non-profit organizations:

**CURRENT:**

- Member, Board of Directors of the Boys and Girls Club of Kootenai County (also a member of the Board's Finance Committee)
- Member, Board of Directors, Idaho Bond Bank Authority, State of Idaho (appointed by Governor)
- Member, Idaho Credit Rating Enhancement Committee, State of Idaho (appointed by Governor)
- Member, Public Policy Committee, Post Falls Chamber of Commerce
- Chairman, Board of Trustees, Kootenai Bridge Academy, Coeur d'Alene, ID
- Member, Kootenai Electric Credentials and Elections Committee
- Member – American Legion Post 143, Post Falls, ID
- Member and Finance Officer – American Legion Honor Guard
- Member, Spokane Chapter of the Military Officers Association of America
- Life Member, Disabled American Veterans
- Chief of Staff, Department of Idaho, Military Order of the Purple Heart
- Treasurer, Idaho Veterans Assistance League, Inc. – Supporting the Veteran Residents in the Post Falls State Veterans Home

**PRIOR:**

- Former Chairman, Board of Directors, Heritage Health
- Former Member, Legislative Committee, Idaho Association of Commerce and Industry, Boise, ID
- Former Chair, Kootenai Electric Trust
- Former Finance Officer, American Legion Posts 154 and Post 143
- Former Treasurer, Idaho Humanities Council (appointed by Governor)
- Former Chairman, Interagency Housing Council (appointed by Governor)
- Former Vice Chair, Idaho Gold Commission (appointed by Governor)
- Former Member and Treasurer, Post Falls Volunteers
- Former Vice President,, Riverside Harbor Homeowner's Assoc.
- Former Member, Board of Directors, Inland Northwest Chapter of CCIM
- 2010 Post Falls Citizen of the Year

WHAT DIRECTION OR EXPERIENCE WOULD YOU BE ABLE TO CONTRIBUTE TO THIS BOARD?

45 YEARS OF FINANCIAL EXPERIENCE IN BANKING AND DEVELOPMENT INCLUDING ACTIVE INVOLVEMENT IN THE BOND MARKET.  
SEE ATTACHED RESUME

DO YOU ANTICIPATE ANY CONFLICT OF INTEREST IN ANY FINDING WHICH YOU MIGHT BE REQUIRED TO MAKE AS A MEMBER OF THIS BOARD? NONE

WHY DO YOU WANT TO BE CONSIDERED FOR THIS BOARD PLACEMENT?

I BELIEVE THAT MY BANKING AND FINANCIAL EXPERIENCE WOULD BE OF ASSISTANCE TO THIS ORGANIZATION AND FACILITATE ITS MISSION.

(Attach additional pages if more space is needed.)

THIS APPLICATION WILL BE HELD FOR ONE YEAR.

SIGNATURE [Signature]  
DATE 5/7/25

## **RESUME – LEONARD A. CROSBY III**

**Education:** Mr. Crosby holds a BA in History and English from the University of Mississippi, an MBA in Finance from the University of West Virginia, and a Master of Science in Educational Administration from Northern Illinois University. He has done post graduate work in economics and real estate finance at the Wharton School of the University of Pennsylvania.

### **Military Service: September 1964 to September 1970**

- Final Rank: Captain

### **Conflict:**

- 1966-1967, combat tour in the Republic of South Vietnam (Platoon Leader - 3<sup>rd</sup> Btn, 8<sup>th</sup> Infantry Regiment, 4<sup>th</sup> Infantry Division)
- 1968-1969, combat tour in the Republic of South Vietnam (Company Commander – 2<sup>nd</sup> Btn., 501<sup>st</sup> Infantry Regiment, 101<sup>st</sup> Airborne Division)

### **Military Awards & Decorations:**

- Silver Star
- Soldier's Medal
- Purple Heart w/ Oak Leaf Cluster (2)
- Bronze Star for Valor w/Oak Leaf Cluster (2)
- Air Medal w/two Oak Leaf Cluster (2)
- Army Commendation Medal
- Vietnam Service Metal
- Vietnam Cross of Gallantry with Palm,
- South Vietnamese Combat Wound Medal
- Combat Infantryman Badge w/Star
- Combat Medic Badge
- Parachutist Badge
- Air Assault Badge
- Ranger Tab

**Civilian Career:** Mr. Crosby has more than 45 years of experience in banking and commercial real estate development, having served in corporate positions with a number of national and international companies (listed below). As Senior Vice President of National Partnership Investment Corporation, Mr. Crosby oversaw the acquisition and development of more than 12,000 apartment units. For more than ten years, Mr. Crosby has been the Principal Partner of Financial and Real Estate Consulting ("FIRE"), and Idaho firm specializing in a real estate and financial consulting.

- Executive Director, West Virginia Housing Development Fund
- Senior Vice President, National Partnership Investment Corp.
- Senior Vice President/COO, Beverly Hills Savings

- Regional Vice President, Continental Bank
- Regional Vice President, Westinghouse Credit Corporation
- Senior Vice President / Director: AMRESKO, Inc.
- Regional Vice President: Sterling Savings Bank
- Senior Vice President: Community 1<sup>st</sup> Bank
- Managing Member: Financial and Real Estate Consulting, LLC

**Current Community Involvement and Service:**

- Board member: Idaho Bond Bank Authority (appointed by Governor)
- Member: Idaho Credit Rating Enhancement Committee (appointed by State Treasurer)
- Member: Kootenai County Emergency Operations Center
- Commissioner and Treasurer: Post Falls Urban Renewal Commission
- School Board Chairman and Trustee: Kootenai Bridge Academy Charter School
- Board member: Kootenai County Boys and Girls Club
- Idaho Veterans Assistance League – North Idaho: Secretary and Treasurer
- Member, American Legion Honor Guard
- Member, Kootenai County Veterans Commission
- Finance Officer and Legislative Officer, American Legion Post 154
- Life Member, Disabled American Veterans (Post 9)
- Member Military Officers Association of America
- Member, Public Policy Committee, Post Falls Chamber of Commerce
- Chief of Staff, Military Order of the Purple Heart, Department of Idaho

Len Crosby's current and prior volunteer involvement in Community service and non-profit organizations:

**CURRENT:**

- Member, Board of Directors of the Boys and Girls Club of Kootenai County (also a member of the Board's Finance Committee)
- Member, Board of Directors, Idaho Bond Bank Authority, State of Idaho (appointed by Governor)
- Member, Idaho Credit Rating Enhancement Committee, State of Idaho (appointed by Governor)
- Member, Public Policy Committee, Post Falls Chamber of Commerce
- Chairman, Board of Trustees, Kootenai Bridge Academy, Coeur d'Alene, ID
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- Former Vice Chair, Idaho Gold Commission (appointed by Governor)
- 2010 Post Falls Citizen of the Year



408 N SPOKANE STREET  
POST FALLS, ID 83854  
208-773-3511 Fax 208-773-8362

APPLICATION FOR CITY BOARDS AND COMMISSIONS

NAME Jerry Lyon  
RESIDENCE ADDRESS [REDACTED] Post Falls, Idaho 83854  
MAILING ADDRESS Same as above  
PHONE [REDACTED] CELL PHONE Same  
EMAIL [REDACTED]  
CURRENT EMPLOYER Retired  
POSITION N/A  
WORK PHONE N/A WORK EMAIL N/A

I WOULD BE WILLING TO SERVE IN THE FOLLOWING APPOINTED POSITION(S)  
(Check all that apply):

- PARKS & RECREATION COMMISSION (4 year term)
- PLANNING & ZONING COMMISSION (4 year term; 2-year County Residency Required)
- URBAN RENEWAL AGENCY COMMISSION (5 year term)
- XX INDUSTRIAL DEVELOPMENT CORPORATION (3 year term)

RESIDENT OF THE CITY OF POST FALLS: \_\_\_\_\_ YEARS  
RESIDENT OF KOOTENAI COUNTY: \_\_\_19\_\_\_ YEARS

CURRENT GOVERNMENT OR ASSOCIATED GOVERNMENT POSITIONS YOU HOLD OR HAVE HELD:

None \_\_\_\_\_  
While it is not a staff position, I currently serve as volunteer representative for the City of Post Falls, on the Panhandle Area Council (PAC) board of directors as a director and treasurer.

LIST ALL CURRENT OR PAST POST FALLS COMMUNITY INVOLVEMENT (i.e., Food Bank, Kiwanis, Chamber of Commerce):

Post Falls Food Bank, Post Falls Chamber of Commerce, Post Falls Kiwanis, Real Life Ministries Elder, Post Falls Flag Football program, Post Falls Little League program, RiverCity Leadership graduate- advisory committee- alumni facilitator, Reverse Job Fair, (Post Falls High School).

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WHAT DIRECTION OR EXPERIENCE WOULD YOU BE ABLE TO CONTRIBUTE TO THIS BOARD? I retired in 2021 from a 45-year career in community banking of which 22 years were served in branch banking in the Post Falls Community. I believe I have both a strong passion for, and dedicated desire toward, the strategically planned development of our community. My heart is centered in what is best for Post Falls and how we as a local body of residents can share our commitment toward this end, in every way possible.

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DO YOU ANTICIPATE ANY CONFLICT OF INTEREST IN ANY FINDING WHICH YOU MIGHT BE REQUIRED TO MAKE AS A MEMBER OF THIS BOARD? No

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WHY DO YOU WANT TO BE CONSIDERED FOR THIS BOARD PLACEMENT? I had the opportunity to serve in this way in the past and appreciate the opportunity to contribute again if possible.

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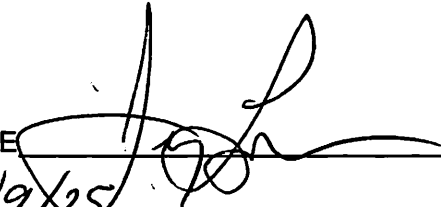
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(Attach additional pages if more space is needed.)

THIS APPLICATION WILL BE HELD FOR ONE YEAR.

SIGNATURE  \_\_\_\_\_  
DATE 5/9/25 \_\_\_\_\_

**ORDINANCE NO. 1270**

BY THE CITY COUNCIL OF THE CITY OF POST FALLS

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ESTABLISHMENT, ORGANIZATION AND OPERATION OF A PUBLIC CORPORATION TO IMPLEMENT TITLE 50, CHAPTER 27, IDAHO CODE, AS AMENDED, APPROVING A CHARTER FOR SUCH CORPORATION, SPECIFYING THE POWERS, AUTHORITY AND LIMITATIONS OF THE PUBLIC CORPORATION, PROVIDING FOR CONTROL AND SUPERVISION OF THE PUBLIC CORPORATION BY THE CITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the legislature of the State of Idaho has provided for the creation of public corporations by cities of the State of Idaho, pursuant to Title 50, Chapter 27, Idaho Code, as amended (the "Act"), for the purpose of facilitating economic development and employment opportunities in the State of Idaho through financing by such public corporations of the project costs of industrial development facilities; and

WHEREAS, the City of Post Falls, Idaho desires to avail itself of the authority contained in the Act by creating a public corporation for the purposes stated in the Act;

NOW THEREFORE, IT IS ORDAINED BY MAYOR AND THE CITY COUNCIL OF THE CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO AS FOLLOWS:

SECTION 1: The City of Post Falls, Idaho (the "City") does hereby create a public corporation to carry out the purposes of the Act. This Ordinance shall not be construed to limit or restrict the purposes of the Act, but shall be liberally construed to effect such purposes.

SECTION 2: The name of the public corporation shall be The Industrial Development Corporation of the City of Post Falls, Idaho (the "Corporation").

SECTION 3: The Corporation shall have all the powers and be subject to all the limitations and provisions contained in the Act.

SECTION 4: A charter (the "Charter") is hereby issued by the City to the Corporation. The Charter grants to the Corporation all powers authorized by the Act. A copy of the Charter is attached to this Ordinance as Exhibit A and is incorporated herein by reference. The Charter is hereby approved pursuant to Section 50-2703(1) of the Act. The Charter may be amended from time to time by the Board of Commissioners. The existence of the Corporation commences at the time the enactment of this Ordinance becomes effective.

SECTION 5: The Board of Directors of the Corporation (the "Board") shall be comprised of three (3) members. The initial members of the Board shall be Ronald Jacobson, Randy Oakes, and Jerry Lyons. All subsequent members shall be appointed by the Mayor, with the consent of the City Council. Of the members first appointed, the first member listed above shall serve through March 2016, the second member listed above shall serve through March 2017, and the

third member listed above shall serve through March 2018. Thereafter, upon expiration of a term of appointment each March, each member shall be appointed to a three (3) year term. If a vacancy occurs during an unexpired term, the Mayor, with the consent of the City Council, shall appoint a member to serve the remainder of the unexpired term. A majority of the members of the Board shall constitute a quorum, and the approval of a majority of a quorum shall be necessary for the Board to take any action.

SECTION 6: The affairs of the Corporation shall be conducted and carried out by the Board. The Board shall elect officers from among its own members. Such officers shall be elected at the initial meeting of the Board in each calendar year, shall serve until their successors have been duly elected, and shall include a president and a secretary and may include a vice president and an assistant secretary. The Board may elect such other officers as it shall from time to time determine to be necessary or desirable. The Board shall adopt bylaws and/or rules and regulations governing the election of officers, the power and duties of such officers, the filling of vacancies in offices, the scheduling, giving notice of, and conduct of meetings, and the conduct of the Corporation. Such bylaws, rules and regulations may be amended from time to time by the Board, provided that any such amendments shall be consistent with the provisions hereof. Members of the Board shall serve without compensation but with reimbursement of expenses as may be provided in the bylaws, rules and regulations of the Board.

SECTION 7: No director, officer, agent, employee or official of the Corporation shall have a direct or indirect financial interest in any property to be included in or any contract for property, service or materials to be furnished or used in connection with any industrial development facility financed through the Corporation.

SECTION 8: The Corporation shall have all the powers granted by the Act. Such powers shall include, without limitation, all powers set forth in the Charter.

SECTION 9: The City may not give or lend any money or property in aid of the Corporation except as expressly authorized by the Act. This provision shall not preclude the City from dealing with the Corporation on an arm's length basis.

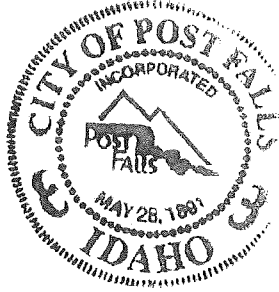
SECTION 10: Any net earnings of the Corporation beyond those necessary for retirement of indebtedness incurred by it shall inure to the City and not for the benefit of any other person. Alteration of the Charter of or dissolution of or audits of the Corporation shall be as provided by the Act and by subsequent ordinances of the City. Upon dissolution of the Corporation, title to all property owned by the Corporation shall vest in the City.

SECTION 11: All ordinances and resolutions or parts thereof in conflict herewith are to the extent of such conflict hereby repealed.

SECTION 12: This Ordinance shall be published in the official newspaper of the City within one (1) month of the date hereof and shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council of the City of Post Falls, Idaho, this 24th day of September, 2014.

APPROVED by the Mayor of the City of Post Falls, Idaho, this 24th day of September, 2014.



By:   
Ronald Jacobson, Mayor

Attest:

By:   
Shannon Howard, City Clerk

**CHARTER OF  
THE INDUSTRIAL DEVELOPMENT CORPORATION  
OF THE CITY OF POST FALLS, IDAHO**

**ARTICLE I**

**NAME, SEAL AND DEFINITIONS**

The name of this public corporation shall be The Industrial Development Corporation of the City of Post Falls, Idaho. As used in this Charter, unless otherwise required by context:

“Act” means Title 50, Chapter 27, Idaho Code, as amended.

“Board” means the Board of Directors of the Corporation.

“Corporation” means The Industrial Development Corporation of the City of Post Falls, Idaho.

“Governing Body” means the Council of the Municipality.

“Industrial development facilities” means the same as such term means for the purpose of the Act.

“Municipality” means City of Post Falls, Idaho.

“Ordinance” means Ordinance No. 2014-\_\_\_ of the Municipality passed on the 24<sup>th</sup> day of September, 2014, pursuant to which the Corporation is created.

**ARTICLE II**

**CREATION OF THE CORPORATION AND GRANT OF POWER**

The Corporation is a public corporation organized pursuant to the Act and the Ordinance. The Corporation is hereby granted all powers authorized by the Act.

**ARTICLE III**

**DURATION OF THE CORPORATION**

Unless modified by state law or by an ordinance of the Municipality, the duration of the Corporation shall be perpetual.

**ARTICLE IV**

**PURPOSES OF THE CORPORATION**

The purpose of the Corporation is to function as a public corporation pursuant to the provisions of the Act and the Ordinance and to issue tax exempt nonrecourse revenue bonds to finance industrial development facilities located within the corporate boundaries of the

Municipality or as provided in Section 50-2708(3) of the Act. The financing of industrial development facilities in accordance with the Act is for the purpose of promoting higher employment, encouraging the development of new jobs, maintaining and supplementing the capital investments in industry that currently exist within the State of Idaho, encouraging future employment by ensuring future capital investment, attracting environmentally sound industry within the corporate boundaries of the Municipality and to the State of Idaho, protecting and enhancing the quality of natural resources and the environment, and promoting the production and conservation of energy. This Charter shall not be construed to limit or restrict the purposes of the Act, but shall be liberally construed to effect such purposes.

## **ARTICLE V**

### **POWERS OF THE CORPORATION**

1. The Corporation shall have all the powers granted to public corporations by the Act. Such powers include, without limitation, the following powers:

(a) to locate, construct and maintain one or more industrial development facilities;

(b) to lease to a lessee all or any part of any industrial development facility for such rentals and upon such terms and conditions, including renewal of the lease or options to purchase, as its Board of Directors considers advisable and not in conflict with the Act;

(c) to sell by installment contract or otherwise and convey all or any part of any industrial development facility for such purchase price and upon such terms and conditions as its Board of Directors considers advisable which are not in conflict with the Act;

(d) to make loans for the purpose of providing temporary or permanent financing or refinancing of all or part of the project cost of any industrial development facility, including the refunding of any outstanding obligations, mortgages or advances issued, made, or given by any person for the project costs; and to charge and collect interest on the loans for the loan payments upon such terms and conditions as its Board of Directors considers advisable which are not in conflict with the Act;

(e) to issue revenue bonds for the purpose of financing all or part of the project cost of any industrial development facility and to secure the payment of the revenue bonds as provided in the Act; provided that issuance of revenue bonds for facilities pursuant to the Act shall not preclude the issuance of additional revenue bonds in connection with the same facility, and provided that any subsequent bond issue shall recognize and protect any prior pledge made for any prior issue of revenue bonds;

(f) as security for the payment of the principal of and interest on any revenue bonds issued and any agreements made in connection therewith, to mortgage, pledge, or otherwise encumber any or all of its industrial development facilities or any part or parts thereof, whether then owned or thereafter acquired, and to assign any mortgage and

repledge any security conveyed to the Corporation, to secure any loan made by the Corporation and to pledge the revenues and receipts therefrom;

(g) to sue and be sued, complain, and defend in its corporate name;

(f) to make contracts and to execute all instruments necessary or convenient for the carrying out of its business;

(i) to have a corporate seal and to use the same by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced;

(j) subject to the limitations of Section 50-2706 of the Act, to borrow money, accept grants from, or contract with any local, state, or federal governmental agency or with any financial, public, or private corporation;

(k) to make and alter bylaws not inconsistent with this Charter or the Act for the administration and regulation of the affairs of the Corporation;

(l) to collect fees or charges from users or prospective users of industrial development facilities to recover actual or anticipated administrative costs;

(m) to expend surplus fees or charges collected from users or prospective users of industrial development facilities for construction of public facilities including, but not limited to, sidewalks, landscaping, water and sewer systems, roads, extension of utility services and roads, but such expenditures shall be limited to projects which are within the limits and purposes of this Charter and the Act; and to conduct or contract for studies to determine features needed by local governments to foster economic development;

(n) to execute financing documents incidental to the powers enumerated in this subsection;

(o) to have any and all other powers granted to public corporations under the Act; and

(p) to adopt resolutions authorizing any of the actions provided for herein.

2. Revenue bonds issued pursuant to the Act shall bear the signature of the President of the Board, or in his absence and in his stead, the Vice President, and the signature of the Secretary of the Board, or in his absence and in his stead, the Assistant Secretary. The signatures may be either manual or facsimile, or a combination thereof.

## ARTICLE VI

### LIMITATIONS ON THE CORPORATION

1. No part of the net earnings of the Corporation beyond those necessary to retire indebtedness incurred by it shall inure to the benefit of, or be distributable to, anyone other than

the Municipality. Upon dissolution of the Corporation, title to all property owned by the Corporation shall vest in the Municipality.

2. The Municipality may not give or lend any money or property in aid of the Corporation except as expressly authorized by the Act. This provision shall not preclude the Municipality from dealing with the Corporation on an arm's length basis.

3. The Corporation may not issue revenue obligations except upon the approval of the Municipality.

4. No revenue bonds may be issued by the Corporation unless the Board makes a finding that in its opinion the interest paid on the bonds will be exempt from income taxation by the federal government.

5. Revenue bonds issued by the Corporation shall not be considered to constitute a debt of the State of Idaho, of the Municipality, or of any other municipal corporation, quasi-municipal corporation, subdivision or agency of the State of Idaho or to pledge any or all of the faith and credit of any of those entities.

6. Revenue bonds issued by the Corporation shall be payable solely from the revenues derived as a result of the industrial development facilities funded by the revenue bonds, including, without limitation, amounts received under the terms of any financing document or by reason of any additional security furnished by the user of the industrial development facility in connection with the financing thereof, any money and other property received from private sources.

7. Each revenue bond issued by the Corporation shall contain on its face statements to the effect that:

(a) Neither the State of Idaho nor the Municipality or any other municipal corporation, quasi-municipal corporation, subdivision or agency of the State of Idaho is obligated to pay the principal or the interest thereof;

(b) No tax funds or governmental revenue may be used to pay the principal or interest thereon; and

(c) Neither any or all of the faith and credit nor the taxing power of the State of Idaho, the Municipality or any other municipal corporation, quasi-municipal corporation, subdivision, or agency thereof is pledged to the payment of the principal of or the interest on the revenue bond.

8. The Corporation may incur only those financial obligations which will be paid from revenues received pursuant to financing documents, from fees or charges paid by users or prospective users of the industrial development facilities funded by the revenue bonds, or from the proceeds of revenue bonds.

9. The Corporation has no power of eminent domain nor any power to levy taxes or special assessments.

10. The Corporation has no authority to incur or create any liability that permits recourse by any contracting party or member of the public to any assets, services, resources or credit of the Municipality.

11. The Municipality shall have access to the books and records of the Corporation at all times.

12. The Corporation may not operate any industrial development facility as a business other than as lessor, seller or lender. The purchase and holding of mortgages, deeds of trust and other security interests, and contracting for any servicing thereof, is not considered the operation of an industrial development facility.

13. The Corporation may not exercise any of the powers authorized in Article V or issue any revenue bonds with respect to any industrial development facility unless the industrial development facility is located wholly within the boundaries of the Municipality, except that energy facilities and solid waste disposal facilities may be located partially or wholly outside the boundaries of the Municipality upon approval of the Municipality and planning and zoning approval by each county or city within whose planning jurisdiction the proposed industrial development facility lies.

14. The Corporation shall be subject to all other limitations set forth in Section 50-2706 of the Act, which limitations are hereby incorporated herein by reference.

## **ARTICLE VII**

### **ORGANIZATION OF THE CORPORATION**

1. Management of the affairs of the Corporation shall reside in the Board of Directors. The Board shall be comprised of the members as provided, and subject to the exceptions set forth, in the Ordinance.

2. The members of the Board shall elect officers as provided in the Ordinance. The Board shall oversee the activities of the Corporation, establish or implement policy, participate in corporate activity as necessary and have stewardship for management in determination of all corporate affairs.

## **ARTICLE VIII**

### **RIGHTS AND LIABILITIES OF DIRECTORS**

1. No director, officer, agent, employee or official of the Corporation may have a direct or indirect financial interest in any property to be included in or any contract for property, services or materials to be furnished or used in connection with any industrial development facility financed through the Corporation.

2. Every person who was or is a party to, or is threatened to be made a party to, or is involved in, any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or a person of whom he is the legal representative is or

was a director or officer of the Corporation, or is or was serving at the request of the Corporation as its representative in any other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the laws of the State of Idaho from time to time against all expense, liability and loss (including attorneys' fees, judgments, fines and amounts paid to or to be paid in settlement), reasonably incurred or suffered by him in connection therewith. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such directors, officers, or representatives may have or hereafter acquire, and without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any bylaw, agreement, provision of law, or otherwise, as well as their rights under this article. The Board may adopt bylaws and/or rules and regulations from time to time with respect to indemnification to provide at all times the fullest indemnification permitted by the law of the State of Idaho, and may cause the Corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as its representative in any partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the Corporation would have the power to indemnify such person.

**ARTICLE IX**

**BYLAWS**

The Board of Directors shall adopt bylaws and/or rules and regulations to provide such rules for governing the Corporation and its activities as are not inconsistent with the Ordinance, this Charter and the Act. Adoption of bylaws and rules and regulations and any amendments thereto shall require a majority vote of the Board. The Board may provide in the bylaws or rules and regulations for all matters relating to the governance of the Corporation, including but not limited to matters referred to elsewhere in this Charter for inclusion therein, and for the following:

1. the existence of committees and duties of any such committee;
2. regular and special meetings of the Board;
3. retention of staff or personnel and the relationship between the Corporation and the Municipality; and
4. such other matters as may become necessary or important to the proper functioning of the Corporation.

**ARTICLE X**

**AMENDMENTS TO CHARTER**

This Charter may be amended by ordinance of the Municipality.

**ARTICLE XI**

**COMMENCEMENT OF THE CORPORATION**

The existence of the Corporation shall commence at the time the enactment of the Ordinance becomes effective. A true and complete copy of this Charter, certified by the Clerk of the Municipality as being on file with the Municipality and having been duly issued by the Municipality, together with a certified copy of the Ordinance, shall be filed in the permanent records of the Corporation.

**ARTICLE XII**

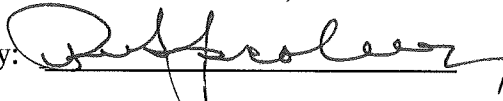
**MISCELLANEOUS**

Audits, dissolutions, alterations of this Charter, and other matters affecting the Corporation shall be in compliance with the provisions of the Ordinance and the Act.

DATED this 24th day of September, 2014.



CITY OF POST FALLS, IDAHO

By:   
Ronald Jacobson, Mayor

ATTEST:

By:   
Shannon Howard, City Clerk



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**CITY COUNCIL  
MEETING MINUTES**

**February 3, 2026  
6:00 PM**

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

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**WORKSHOP – 5:00 pm 2nd Floor Conference Room**

- a. Contracts and Contingencies

**Roll Call**

**Mayor Westlund, Steigleder, Plew, Malloy, Mosby, Lucca - Present  
Ziegler-Excused**

John Beachan, Public Works Director, and Andrew Arbini, Projects Division Manager, gave a presentation on and discussed contracts for construction projects and how contingencies are utilized to minimize risk to the city.

**REGULAR MEETING – 6:00 pm City Council Chambers**

The regular agenda is scheduled to start at 6:00 PM, but may start earlier depending on the completion of any preceding workshop.

**CALL TO ORDER BY MAYOR WESTLUND**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF CITY COUNCIL MEMBERS**

Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Jack Mosby, Marc Lucca  
**Steigleder, Plew, Malloy, Mosby, Lucca - Present  
Ziegler - Excused**

**CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:**

**ACTION ITEM**

City Hall and City business offices will be closed Monday, February 16th, in observance of Presidents' Day. Emergency service are available by calling 911. The Police Department will remain open of walk-in emergencies. For water-related emergencies, call 208-773-3517.

City Council will hold a special land use workshop this Thursday, February 5th, at 5:30 pm. The workshop will take place in the 2nd floor conference room at City Hall.

**AMENDMENTS TO THE AGENDA**

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

The New Business Item Repeal of Policy on City Proclamations has been moved to a future Council Agenda.

### **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.

**None**

### **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 – January 20th, 2026, City Council Meeting
- b. Payables 01/21/2026 - 02/04/2026
- c. Painted Rock Subdivision Master Development Agreement (SUBD-25-3)

**Motion by Malloy to accept the Consent Calendar as presented.**

**Second by Steigleder.**

**Vote: Plew-Aye, Steigleder-Aye, Mosby-Aye, Lucca-Aye, Malloy-Aye**

**Motion Carried**

### **2. MEET AND GREET FOR PLANNING AND ZONING COMMISSION POSITION**

#### **ACTION ITEMS:**

- a. Appointment of Brendon Anderson to the Planning and Zoning Commission

Council asked Mr. Anderson interview questions.

**Motion by Mosby to accept the appointment of Brendon Anderson to the Planning and Zoning Commission.**

**Second by Plew.**

**Vote: Steigleder-Nay, Mosby-Aye, Lucca-Nay, Malloy-Nay, Plew-Aye**

**Motion Failed**

### **3. PUBLIC HEARINGS**

There are generally two types of public hearings. In a legislative hearing, such as adopting an ordinance amending the zoning code or Comprehensive Plan amendments, the Mayor and City Council may consider any input provided by the public. In quasi-judicial hearings, such as subdivisions, special use permits and zone change requests, the Mayor and City Council must follow procedures similar to those used in court to ensure the fairness of the hearing. Additionally, the Mayor and City Council can only consider testimony that relates to the adopted approval criteria for each matter. Residents or visitors wishing to testify upon an item before the Council must sign up in advance and provide enough information to allow the Clerk to properly record their testimony in the official record of the City Council. Hearing procedures call for submission of information from City staff, then presentation by the applicant (15 min.), followed by public testimony (4 min. each) and finally the applicant's rebuttal testimony (8 min.). Testimony

should be addressed to the City Council, only address the relevant approval criteria (in quasi-judicial matters) and not be unduly repetitious.

**ACTION ITEMS:**

None

**4. 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

**5. 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. Purchase of Asphalt Hot Box - Streets Dept.

Ross Junkin, Maintenance Manager: City Staff requests that the Mayor and Council approve the purchase of one new KM 8000TEDD-18' C3M3 - 4 ton asphalt hotbox/reclaimer dump trailer using the Sourcewell cooperative purchasing pricing. As part of the FY26 budget, funding was made available to purchase this equipment. Staff identified an acceptable unit at a competitive price through the Sourcewell cooperative purchasing agreement available to Idaho public entities. An asphalt hot box is an essential tool for keeping asphalt at the optimal temperature during transport and application. A hot box is designed to prevent asphalt from cooling too quickly, thus keeping it workable throughout the day. This minimizes material waste by allowing crews to maintain (and reuse) asphalt that would otherwise cool and harden. This can lead to savings in materials and labor as fewer trips (and purchases) are needed to complete repairs. The \$63,488.75 price is less than the FY26 approved amended budget of \$85,000 for this equipment. If approved and ordered now, we expect that this equipment will be delivered in time for this coming maintenance season.

**Motion by Steigleder to approve the purchase of an Asphalt Hot Box.**

**Second by Malloy.**

**Vote: Mosby-Aye, Lucca-Aye, Malloy-Aye, Plew-Aye, Steigleder-Aye**

**Motion Carried**

- b. Repeal of Policy on City Proclamations

**Item moved to a future Council Agenda.**

- c. City Boards and Commissions Code Update

Warren Wilson, Deputy City Administrator: In 2025, the city folded members from the unofficial Urban Forestry Commission into the Parks and Recreation Commission. The goal was to make

urban forestry an official role of the Parks and Recreation Commission. To formalize that change, staff reviewed the ordinance creating the Parks and Recreation Commission and updated it to reflect the new broader mission of the commission. While doing that, staff also reviewed the remainder of the chapter concerning city boards and commissions and found outdated language as well as areas where the current language didn't fully match state statutes. Particularly concerning appointment and removal of board/commission members. Staff revised the language to clean up these issues. The ordinance has been reviewed by each of the relevant departments to ensure that the language will work for the appropriate departments.

**Motion by Malloy to approve the proposed City Boards and Commissions Code Update and to have staff prepare the final ordinance for adoption.**

**Second by Plew.**

**Vote: Lucca-Aye, Malloy-Aye, Plew-Aye, Steigleder-Aye, Mosby-Aye**

**Motion Carried**

## **6. 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**

## **7. 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.

**None**

## **8. 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**

## **9. 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:**

- a. 74-206.(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need.

**Motion by Malloy to enter into Executive Session pursuant to Idaho Code 74-206(a) to consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need, further that no action will be taken during the session and that the session will last approximately 36 minutes.**

**Second by Steigleder.**

**Vote: Malloy-Aye, Plew-Aye, Steigleder-Aye, Mosby-Aye, Lucca-Aye**

**Motion Carried**

**Entered into Executive Session at 6:52 pm.**

**RETURN TO REGULAR SESSION**

**7:58 pm.**

**ADJOURNMENT**

**7:58 pm.**

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Randy Westlund, Mayor

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Shannon Howard, City Clerk

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 N. 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 Randy Westlund

Councilors: Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Jack Mosby, Marc Lucca

Mission  
Building Community.

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: 2/17/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:**  
**SUBJECT:** Minutes - February 5, 2026 City Council Workshop

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**ITEM AND RECOMMENDED ACTION:**

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**DISCUSSION:**

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**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

**APPROVED OR DIRECTION GIVEN:**

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

.

**BUDGET CODE:**

**ATTACHMENTS:**

1. 20260206140801414



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**CITY COUNCIL  
MEETING MINUTES**

**February 5, 2026  
5:30 PM**

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

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**CALL TO ORDER BY COUNCILOR ZIEGLER**

**ROLL CALL OF CITY COUNCIL MEMBERS**

Council:

Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Marc Lucca – **Present**  
Joe Malloy, Randy Westlund — **Excused**

Planning and Zoning Commission:

Ray Kimball, Vicky Jo Carey, Ross Schlotthauer, Chris Schreiber - **Present**  
James Steffensen, Bobby Wilhelm — **Excused**

Several members of the Urban Renewal Agency were also present.

**WORKSHOP – 5:30 pm 2nd Floor Conference Room**

a. **LAND USE TRAINING**

Deputy City Administrator Warren Wilson, City Attorney Field Herrington, and Deputy City Attorney Chris Gabbert presented land use rules and regulations as they relate to elected and appointed officials. Specific topics covered were responsibility of decision makers, legislative hearings, preparation, public testimony, quorum issues, due process, quasi-judicial hearings, and fair housing issues.

**ADJOURNMENT**

Adjournment time: 7:49 PM

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Randy Westlund, Mayor

A handwritten signature in blue ink, appearing to be "Randy Westlund", written over a horizontal line.

---

Rhiannon O'Neill, Deputy City Clerk

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**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: 2/17/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:**

**SUBJECT:** Payables 02/04/2026 - 02/18/2026

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**ITEM AND RECOMMENDED ACTION:**

The Finance Department recommends that the City Council review, and approve, the Post Falls Check Approval and Check Run Accountability reports dated 2.18.26. Approval of the reports acknowledges receipt of the required reports and approves making the payments. No presentation is planned on this item.

**DISCUSSION:**

As required by Idaho Code 50-1017 *Presentation of Claims* and 50-1018 *Payment of Claims*, the Finance Department provides a report at each council meeting detailing payments to be made on all accounts payable received during the prior two weeks. Generally, claims are presented prior to payment being issued. However, at times it is necessary for payment to be issued prior to approval (i.e. to avoid late fees), these checks are presented in the Check Run Accountability Report for ratification at the next council meeting. The attached Post Falls Check Approval reports checks totaling \$858,259.02 to be dated 2.18.26. The Hand Check Accountability is for Hand Checks issued 1.30.26-2.06.26 and total \$439,192.67.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

**APPROVED OR DIRECTION GIVEN:**

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

\$1,297,451.69

**BUDGET CODE:**

Various

**ATTACHMENTS:**

1. Check Run for Council 2.18.26
2. Hand Checks for Council 2.18.26

# Post Falls Check Approval



City of Post Falls

Packet: APPKT21932 - Check Run for Council 2.18.26  
 Vendor Set: 01 - Vendor Set 01

Check Date: 2/10/2026

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND							
Balance Sheet Accounts							
<a href="#">VEN15208</a>	Driftwood Builders	APMWB	Check	<a href="#">BOND RELEASE -</a>	BOND RELEASE - 1960 E. MYKAL	001-22115	2,000.00
<a href="#">VEN15209</a>	Fraternal Order of Eagles	APMWB	Check	<a href="#">3682</a>	<a href="#">BOND RELEASE -</a>	001-22115	26,704.50
Balance Sheet Accounts Total:							28,704.50
Dept: 411 Mayor & Council							
<a href="#">I283</a>	Inland Northwest Partners	APMWB	Check	<a href="#">01.27.26INP</a>	FY26 Inland Northwest Partners Dues	001-411.0000.62060	1,000.00
<a href="#">P220</a>	Post Falls Area Chamber of Commerce	APMWB	Check	<a href="#">72726</a>	Community Recognition Reception 2026 We	001-411.0000.64010	50.00
				<a href="#">72727</a>	Connect4Lunch (Randy Westlund)	001-411.0000.64010	25.00
<a href="#">VEN02035</a>	Staples, Inc	APMWB	Check	<a href="#">6054384542</a>	Office Supplies-Mayor	001-411.0000.63060	92.15
Dept 411 Total:							1,167.15
Dept: 412 Information Systems							
<a href="#">C140</a>	CDW Government Inc.	APMWB	Electronic Funds Transf	<a href="#">AH79A5N</a>	Fortinet support co-term	001-412.0000.66014	3,855.60
				<a href="#">AH36D8A</a>	Barracuda 1yr Renewal and Co-Term	001-412.0000.66014	9,441.00
				<a href="#">AH7CY6C</a>	FORTINET FW-50G HARDWARE+3Y FC F	001-412.0000.66180	1,357.17
<a href="#">M2005</a>	Motorola Solutions	APMWB	Electronic Funds Transf	<a href="#">8282272436</a>	APX™ CPS Radio Programming and Templa	001-412.0000.64020	1,590.00
<a href="#">VEN14584</a>	Sylint, LLC	APMWB	Electronic Funds Transf	<a href="#">20933</a>	Monthly Sylint payments	001-412.0000.66043	2,557.42
Dept 412 Total:							18,801.19
Dept: 414 Finance							
<a href="#">B091</a>	BDS	APMWB	Electronic Funds Transf	<a href="#">104460</a>	Utility Billing and delinquency notices	001-414.1445.62170	7,258.81
						001-414.1445.62190	4,164.03
<a href="#">D09750</a>	DeVries Info Management	APMWB	Check	<a href="#">0203857</a>	- On-Site Record Destruction Lg	001-414.0000.62040	62.00
<a href="#">VEN15085</a>	International Minute Press	APMWB	Check	<a href="#">5722</a>	#10 Windowed envelopes CoPF return addr	001-414.0000.63050	186.00
				<a href="#">5842</a>	#10 Envelope No Window City of Post Falls	001-414.0000.63050	95.81
Dept 414 Total:							11,766.65
Dept: 415 City Clerk							
<a href="#">A4761</a>	APS Inc	APMWB	Check	<a href="#">98285</a>	Annual maintenance contract for FP Postba	001-415.0000.66080	795.00
Dept 415 Total:							795.00
Dept: 417 Media/Cable Franchise							
<a href="#">VEN14766</a>	CivicPlus, LLC	APMWB	Check	<a href="#">362850</a>	Mass Notification FY26	001-417.0000.66014	16,868.25
<a href="#">VEN02035</a>	Staples, Inc	APMWB	Check	<a href="#">6054384542</a>	Office Supplies-Mayor	001-417.0000.63060	5.99
Dept 417 Total:							16,874.24
Dept: 418 Human Resources							
<a href="#">A1190</a>	A Drug Free Alliance						

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	<a href="#">100971</a>	DOT Drug Testing	001-418.4000.72070	55.00
<a href="#">VEN15091</a>	Simpliverified, LLC	APMWB	Electronic Funds Transf	<a href="#">79766</a>	January 2026 Background Checks	001-418.4000.72070	275.00
						Dept 418 Total:	330.00
Dept: 421 Police							
<a href="#">VEN09421</a>	Assurance Fitness Repair	APMWB	Check	<a href="#">12961</a>	PD Gym Equipment Maintenance	001-421.0000.68010	490.00
<a href="#">A600</a>	Awards Etc.	APMWB	Electronic Funds Transf	<a href="#">20241237</a>	PD Retiring Employee Shadow Box Engravir	001-421.0000.63060	40.00
				<a href="#">20241306</a>	PD Substation Room Sign	001-421.0000.63060	34.00
				<a href="#">20241284</a>	PD Substation Wall Name Plate	001-421.0000.63060	30.00
<a href="#">B160</a>	Body By Scotty Towing	APMWB	Check	<a href="#">46647</a>	PFPD170 Mirror Assembly	001-421.0000.67100	514.20
				<a href="#">4162</a>	PD Impounded Vehicle Tow	001-421.0000.67170	205.00
<a href="#">C140</a>	CDW Government Inc.	APMWB	Electronic Funds Transf	<a href="#">AH79A5N</a>	Fortinet support co-term	001-421.0000.66043	2,094.40
<a href="#">C1799</a>	Cerium Networks	APMWB	Check	<a href="#">0000081402</a>	Cerium Managed Services Renewal for Ava	001-421.0000.65030	6,509.70
<a href="#">C2150</a>	City of Spokane	APMWB	Check	<a href="#">111897300 012826</a>	Evidence Drug Burn	001-421.0000.63920	127.53
<a href="#">C220</a>	Coleman Oil Co	APMWB	Check	<a href="#">CP-0355100</a>	PD Gasoline	001-421.0000.64030	4,917.47
<a href="#">C440</a>	Culligan LLC	APMWB	Check	<a href="#">0023524</a>	Substation Water Unit - Feb	001-421.0000.68010	10.95
<a href="#">VEN15095</a>	Empathy Inc	APMWB	Check	<a href="#">1379</a>	PD Gym Weight Plate Tree	001-421.0000.68010	320.00
<a href="#">G020</a>	Galls, LLC	APMWB	Electronic Funds Transf	<a href="#">033870103</a>	New Hire Equipment - Bigard	001-421.0000.67020	68.99
				<a href="#">033870104</a>	New Hire Equipment - Fowles	001-421.0000.67020	68.99
				<a href="#">033885725</a>	Sworn Class A Hat Samples	001-421.4000.72000	220.97
				<a href="#">033947232</a>	Uniform Pants - Code Enforcement	001-421.4000.72000	98.10
				<a href="#">033970257</a>	Uniform Shirt Logo Digitization	001-421.4000.72000	99.00
				<a href="#">033881733</a>	New Hire Uniform Belt - Fowles	001-421.4000.72000	35.53
<a href="#">VEN02177</a>	Idaho Chiefs of Police Association	APMWB	Check	<a href="#">2023-286</a>	ICOPA Re-Accreditation Fee	001-421.0000.62040	1,000.00
<a href="#">VEN14015</a>	Midway Hyundai	APMWB	Check	<a href="#">191888</a>	PFPD149 Mount & Balance, Alignment	001-421.0000.67170	228.95
<a href="#">N001</a>	Napa Auto Parts	APMWB	Check	<a href="#">376782</a>	PD Stock - Batteries	001-421.0000.63130	15.56
				<a href="#">377017</a>	PD Stock - Oil Filters	001-421.0000.67100	34.56
				<a href="#">377377</a>	PFPD149 Fluid Reservoir	001-421.0000.67100	71.10
				<a href="#">377853</a>	PD Stock - TPMS Sensor & Test	001-421.0000.67100	77.05
				<a href="#">377431</a>	PFPD143 Rear Wiper Blade	001-421.0000.67100	9.00
				<a href="#">377908</a>	Core deposit from inv# 367060	001-421.0000.67100	-18.00
<a href="#">V040</a>	ODP Business Solutions	APMWB	Check	<a href="#">458231575001</a>	Office Supplies-PD	001-421.0000.63920	70.56
<a href="#">P220</a>	Post Falls Area Chamber of Commerce	APMWB	Check	<a href="#">72751</a>	Community Recognition Reception - PD Tab	001-421.0000.64010	350.00
<a href="#">P4384</a>	Proforce Law Enforcement	APMWB	Check	<a href="#">594489</a>	SRT Flash Bangs & Cleaner	001-421.0000.67020	878.76
<a href="#">VEN14584</a>	Sylint, LLC	APMWB	Electronic Funds Transf	<a href="#">20933</a>	Monthly Sylint payments	001-421.0000.66043	838.50
<a href="#">T118</a>	TPI Embroidery	APMWB	Check	<a href="#">13075</a>	Uniform Hats - Covey, Harmon	001-421.4000.72000	172.96
<a href="#">VEN07714</a>	Uniforms2gear, Inc	APMWB	Electronic Funds Transf	<a href="#">INV/2026/01/0820</a>	Non-Sworn Class A Shirts	001-421.4000.72000	202.88
				<a href="#">INV/2026/01/0819</a>	New Hire Uniform Shirts - Nordman	001-421.4000.72000	109.76
						Dept 421 Total:	19,926.47

Dept: 423 Oasis

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>VEN14365</u>	Valiant Law				
APMWB	Check	<u>CV28-26-0120</u>	VSU Client Legal Services	001-423.1153.68400	1,495.00
				Dept 423 Total:	1,495.00
Dept: 424 Legal					
<u>C220</u>	Coleman Oil Co				
APMWB	Check	<u>CP-0353111</u>	Fuel Usage - January 2026	001-424.0000.64030	17.05
		<u>CP-0343735</u>	City Fuel Usage - December 2025	001-424.0000.64030	17.65
<u>D09750</u>	DeVries Info Management				
APMWB	Check	<u>0203857</u>	- On-Site Record Destruction Lg	001-424.0000.63060	62.00
<u>VEN14037</u>	Lake City Law Group PLLC				
APMWB	Check	<u>44037</u>	Case #CV28-25-8424 Matter	001-424.0000.62040	1,806.00
<u>V040</u>	ODP Business Solutions				
APMWB	Check	<u>455604796001</u>	Office Supplies-Legal	001-424.0000.63060	53.21
<u>VEN02035</u>	Staples, Inc				
APMWB	Check	<u>6054384537</u>	Office supplies- legal	001-424.0000.63040	78.98
				001-424.0000.63060	24.66
				Dept 424 Total:	2,059.55
Dept: 427 Animal Control					
<u>C220</u>	Coleman Oil Co				
APMWB	Check	<u>CP-0355100</u>	PD Gasoline	001-427.0000.64030	139.02
<u>VEN15215</u>	Idaho's Gem Pet Hospital				
APMWB	Check	<u>49140</u>	Animal Shelter Vet Services	001-427.0000.62040	140.00
				Dept 427 Total:	279.02
Dept: 431 Streets					
<u>T096</u>	3M				
APMWB	Check	<u>9437765263</u>	12" Green vinyl	001-431.0000.63260	234.00
<u>C220</u>	Coleman Oil Co				
APMWB	Check	<u>CP-0343735-A</u>	CP ADJUSTMENT	001-431.0000.64030	31.51
		<u>CP-0343735</u>	City Fuel Usage - December 2025	001-431.0000.64030	6,454.25
		<u>CP-0353111</u>	Fuel Usage - January 2026	001-431.0000.64030	5,634.01
<u>VEN14897</u>	EZ Liner				
APMWB	Electronic Funds Transf	<u>078449</u>	Paint gun - S228	001-431.0000.68100	1,039.74
<u>VEN12162</u>	Force America Distributing LLC				
APMWB	Check	<u>IN001-2133143</u>	Maintenance Parts Kits - Deicer Trucks	001-431.0000.63525	2,484.74
<u>VEN01373</u>	Intermountain Sign & Safety				
APMWB	Check	<u>22060</u>	Aluminum Sign Blanks & delineators	001-431.0000.63260	65.92
		<u>22105</u>	36" Orange Vinyl	001-431.0000.63260	1,327.50
		<u>22107</u>	Barricade vinyl, aluminum blanks, barricade	001-431.0000.63260	1,208.00
		<u>22084</u>	36" white Vinyl for Signs	001-431.0000.63260	846.00
		<u>21985</u>	Aluminum Sign Blanks	001-431.0000.63260	126.00
		<u>22060</u>	Aluminum Sign Blanks & delineators	001-431.0000.63260	45.00
		<u>22083</u>	White Vinyl for Signs	001-431.0000.63260	705.00
		<u>21984</u>	Aluminum Sign Blank	001-431.0000.63260	270.00
		<u>22059</u>	36"x36" Aluminum Blank	001-431.0000.63260	270.00
		<u>22092</u>	Post Caps for Sign Posts	001-431.0000.63260	96.15
		<u>22060</u>	Aluminum Sign Blanks & delineators	001-431.0000.63260	84.00
<u>I340</u>	Interstate Concrete & Asphalt				
APMWB	Electronic Funds Transf	<u>Pay App 5 Spokane</u>	Spokane St. Rehab FINAL Pay App	001-431.1811.95040	65,486.22
<u>N001</u>	Napa Auto Parts				
APMWB	Check	<u>376994</u>	Shop Towels	001-431.0000.63000	92.40
<u>VEN14930</u>	National Safety Inc				
APMWB	Check	<u>0778977-IN</u>	Safety Glasses	001-431.0000.63110	42.00
<u>N0991</u>	Norco Inc				
APMWB	Check	<u>0045780614</u>	Glove Stock	001-431.0000.63110	413.72
<u>VEN05363</u>	North 40 Outfitters				
APMWB	Check	<u>054113/E</u>	Bandsaw blades	001-431.0000.63000	59.94
		<u>53957/E</u>	10" NO FLAT WHEEL	001-431.0000.63000	67.98
		<u>54025/E</u>	Hoses & parts for deicer trucks	001-431.0000.63525	59.15

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>R251</u>	Serights Ace Hardware	APMWB	Check	<a href="#">373188/1</a>	Reciprocating saw blades	001-431.0000.63000	68.36
				<a href="#">373121/1</a>	Garbage bags	001-431.0000.63000	14.39
				<a href="#">373250/1</a>	Paint remover, sanding material	001-431.0000.63000	22.47
				<a href="#">373314/1</a>	Cleaners, blades, sanding discs	001-431.0000.63000	119.28
				<a href="#">373048/1</a>	Surge Protector	001-431.0000.63000	28.79
				<a href="#">373168/1</a>	Nuts/bolts - PVC pipe, flex coupler	001-431.0000.63000	39.78
				<a href="#">373366/1</a>	Drill bit & Auger bit	001-431.0000.63260	29.68
				<a href="#">373185/1</a>	Nuts & Bolts	001-431.0000.63260	6.43
				<a href="#">373288/1</a>	drill bits	001-431.0000.63260	19.78
				<a href="#">373113/1</a>	Nuts & Bolts	001-431.0000.63260	41.69
				<a href="#">373056/1</a>	Xylene & heat gun	001-431.0000.63260	104.37
				<a href="#">373170/1</a>	Flex Socket	001-431.0000.63525	17.98
				<a href="#">373353/1</a>	Milwaukie tools	001-431.0000.67090	11.86
				<a href="#">373256/1</a>	Screwdriver & socket sets	001-431.0000.67090	23.01
				<a href="#">373147/1</a>	PROPANE	001-431.0000.68150	20.93
				<a href="#">373077/1</a>		001-431.0000.68150	20.93
<u>VEN02035</u>	Staples, Inc	APMWB	Check	<a href="#">6054384539</a>	Office Supplies-Streets	001-431.0000.63060	70.14
<u>VEN02288</u>	Superior Fluid Power Inc	APMWB	Electronic Funds Transf	<a href="#">21813</a>	Plow Cylinder repair	001-431.0000.63525	865.79
				<a href="#">21811</a>		001-431.0000.63525	341.38
<u>U140</u>	UpScale Mail	APMWB	Check	<a href="#">350481</a>	Shipment for Traffic Division	001-431.0000.63070	36.04
<u>VEN14310</u>	US Fleet Tracking LLC	APMWB	Check	<a href="#">513308</a>	Monthly Vehicle Tracking	001-431.0000.66016	592.68
					Dept 431 Total:		89,638.99
Dept: 433 Facility Maintenance							
<u>C220</u>	Coleman Oil Co	APMWB	Check	<a href="#">CP-0343735</a>	City Fuel Usage - December 2025	001-433.0000.64030	172.82
				<a href="#">CP-0353111</a>	Fuel Usage - January 2026	001-433.0000.64030	181.54
<u>P310</u>	Platt Electric Supply	APMWB	Check	<a href="#">17Z1087</a>	ballasts and bulbs	001-433.0000.63720	601.03
				<a href="#">16Z9295</a>	ballasts	001-433.0000.63720	189.38
				<a href="#">16Z9476</a>	ladder	001-433.0000.81505	423.65
<u>R251</u>	Serights Ace Hardware	APMWB	Check	<a href="#">373040/1</a>	cleaning supplies	001-433.0000.63150	16.18
<u>W0226</u>	Walter E Nelson Co	APMWB	Electronic Funds Transf	<a href="#">11875</a>	43X48 4 MIL BLACK CAN LINER 50/CASE	001-433.0000.63150	-109.24
				<a href="#">565215</a>	Cleaning supplies CH and PD	001-433.0000.63150	246.78
					Dept 433 Total:		1,722.14
Dept: 434 Fleet Maintenance							
<u>A1395</u>	Advanced Compressor & Hose Inc	APMWB	Check	<a href="#">102320</a>	Hydraulic Hose - S613	001-434.0000.63011	337.55
				<a href="#">102372</a>	Hydraulic hose- P310	001-434.0000.63012	116.86
<u>A497</u>	Arrow Construction Supply, Inc	APMWB	Check	<a href="#">S20775</a>	Hydraulic Filter - S568	001-434.0000.63011	72.15
<u>VEN14736</u>	Cintas Corporation No. 3	APMWB	Check	<a href="#">4257431421</a>	Fleet Laundry & Rug Service	001-434.0000.63160	123.40
				<a href="#">4258167734</a>		001-434.0000.63160	133.98
<u>C220</u>	Coleman Oil Co	APMWB	Check	<a href="#">CP-0343735</a>	City Fuel Usage - December 2025	001-434.0000.64030	165.88
				<a href="#">CP-0353111</a>	Fuel Usage - January 2026	001-434.0000.64030	203.06
<u>C3818</u>	Cooper Fabrication, Inc.	APMWB	Check	<a href="#">32093</a>	Sublet repair - S226	001-434.0000.67170	987.75
<u>VEN03826</u>	FMI Equipment	APMWB	Check	<a href="#">SPK-1016133</a>	Oil & Fuel filters - P310	001-434.0000.63012	168.20
<u>VEN01683</u>	Goodyear Tire & Rubber Company	APMWB	Check	<a href="#">197-1163348</a>	Tires - S307	001-434.0000.67190	3,874.74

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<a href="#">G098</a>	Grainger	APMWB	Check	<a href="#">9769059271</a>	HEATER ASSEMBLY, - Smart Washer	001-434.0000.63007	667.63
<a href="#">VEN03517</a>	Kenworth Sales Company	APMWB	Check	<a href="#">016P170110</a>	Return of Purge Valve Core	001-434.0000.63011	-27.26
				<a href="#">016P169886</a>	PLUG, THREADED - S555	001-434.0000.63011	17.75
				<a href="#">016P169934</a>	PARTS - S555	001-434.0000.63011	208.08
<a href="#">VEN09696</a>	Modern Machinery Co, Inc	APMWB	Check	<a href="#">3162215 PS</a>	Parts - S306	001-434.0000.63011	2,099.92
				<a href="#">3163302 PS</a>	END PLUG & SPRING - S306	001-434.0000.63011	108.57
<a href="#">VEN14280</a>	Mtn Home Auto Ranch	APMWB	Check	<a href="#">HF06036</a>	2026 Ford Explorer (Repecment PFPD 84	001-434.0000.90010	41,194.00
<a href="#">N001</a>	Napa Auto Parts	APMWB	Check	<a href="#">377711</a>	Return of pads - inv# 377618	001-434.0000.63011	-80.58
				<a href="#">377750</a>	Core Deposits	001-434.0000.63011	-153.00
				<a href="#">376008</a>	Filters - Shop Stock	001-434.0000.63011	212.73
				<a href="#">377644</a>	Air & Oil Filters - S556	001-434.0000.63011	126.59
				<a href="#">377617</a>	DRAIN PLUG - S121	001-434.0000.63011	5.38
				<a href="#">376972</a>	Fuel Filter - S568	001-434.0000.63011	7.67
				<a href="#">376579</a>	Battery Cable Lug - S504	001-434.0000.63011	8.40
				<a href="#">377529</a>	FUSE HOLDER - S222	001-434.0000.63011	8.76
				<a href="#">376964</a>	Fuel Filter - S568	001-434.0000.63011	17.86
				<a href="#">376104</a>	Filters & Battery - S504	001-434.0000.63011	164.34
				<a href="#">376557</a>	Filter Stock	001-434.0000.63011	55.38
				<a href="#">376863</a>	Fuel Filter - S568	001-434.0000.63011	25.44
				<a href="#">377531</a>	Battery - S567	001-434.0000.63011	129.83
				<a href="#">377619</a>	Brakes - S121	001-434.0000.63011	39.99
				<a href="#">376189</a>	Oil- Fleet Stock	001-434.0000.63011	40.47
						001-434.0000.63012	44.27
				<a href="#">377808</a>	Fuel Filter - P310	001-434.0000.63012	20.66
				<a href="#">376557</a>	Filter Stock	001-434.0000.63012	55.39
				<a href="#">376628</a>	SPIN-ON FLUID FILTER - stock	001-434.0000.63012	40.00
				<a href="#">376008</a>	Filters - Shop Stock	001-434.0000.63012	200.57
						001-434.0000.63013	194.49
				<a href="#">376557</a>	Filter Stock	001-434.0000.63013	47.48
				<a href="#">376189</a>	Oil- Fleet Stock	001-434.0000.63013	41.74
<a href="#">N0991</a>	Norco Inc	APMWB	Check	<a href="#">0045831295</a>	Welding cylinders filled & serviced	001-434.0000.63540	425.65
<a href="#">N107</a>	Norlift Inc	APMWB	Electronic Funds Transf	<a href="#">50100341</a>	Filters - S357	001-434.0000.63011	1,584.75
<a href="#">VEN05363</a>	North 40 Outfitters	APMWB	Check	<a href="#">53988/E</a>	SEAT UNI FOLD-DOWN W/SLIDES - S504	001-434.0000.63011	159.99
<a href="#">B100</a>	Owen Equipment Company	APMWB	Check	<a href="#">00131750</a>	FILTER CARTRIDGE - S556	001-434.0000.63011	362.20
<a href="#">P1001</a>	Pape Machinery	APMWB	Check	<a href="#">16645853</a>	Filters - S567	001-434.0000.63011	503.73
				<a href="#">16635225</a>	IMPACTOR - S565	001-434.0000.63011	258.05
<a href="#">P180</a>	Perfection Tire	APMWB	Check	<a href="#">1102104</a>	Tires - B101	001-434.0000.67190	269.50
				<a href="#">1102228</a>	Tires - P472	001-434.0000.67190	210.12
<a href="#">R251</a>	Serights Ace Hardware	APMWB	Check	<a href="#">373313/1</a>	Quick Link - S556	001-434.0000.63011	5.02
<a href="#">S460</a>	Spray Center Electronics, Inc.	APMWB	Check	<a href="#">8209</a>	HONDA 13HP ELECTRIC START - S221	001-434.0000.63011	1,066.81
				<a href="#">8287</a>	2" HD FLANGE CLAMP - S225	001-434.0000.63011	84.84
<a href="#">VEN02035</a>	Staples, Inc	APMWB	Check	<a href="#">6054384541</a>	Office supplies-Fleet	001-434.0000.63060	60.70
				<a href="#">6054384538</a>		001-434.0000.63060	151.20

Dept 434 Total: 56,848.68

Dept: 441 Urban Forestry  
[VEN15185](#) 1st Choice Welding & Fabrication LLC

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	<a href="#">10212</a>	Steel for UF	001-441.0000.67010	129.30
<a href="#">C220</a>	Coleman Oil Co	APMWB	Check	<a href="#">CP-0343735</a>	City Fuel Usage - December 2025	001-441.0000.64030	359.71
				<a href="#">CP-0353111</a>	Fuel Usage - January 2026	001-441.0000.64030	328.69
<a href="#">VEN05363</a>	North 40 Outfitters	APMWB	Check	<a href="#">053989/E</a>	Hardware for UF	001-441.0000.63110	263.89
				<a href="#">054045/E</a>	Fasteners for UF equipment maintenance	001-441.0000.67010	29.86
<a href="#">R251</a>	Serights Ace Hardware	APMWB	Check	<a href="#">J41907/1</a>	Refund on exchange	001-441.0000.67010	-3.60
				<a href="#">372805/1</a>	Hardware for UF Equipment	001-441.0000.67010	18.24
				<a href="#">372774/1</a>		001-441.0000.67010	54.30
				<a href="#">373053/1</a>	Propane & tools for UF	001-441.0000.67090	107.45
				<a href="#">J42052/1</a>	UF Irrigation Return	001-441.0000.68230	-6.67
				<a href="#">372860/1</a>	UF Irrigation parts	001-441.0000.68230	107.20
<a href="#">VEN14926</a>	Spokane Conservation District	APMWB	Check	<a href="#">6091</a>	Trees for Urban Forestry	001-441.0000.68190	637.00
<a href="#">Z026</a>	Ziegler Lumber Co #017	APMWB	Check	<a href="#">1060229</a>	Wafer board for Equipment Maint.	001-441.0000.67010	61.00
				<a href="#">1059169</a>	Lumber for UF equipment	001-441.0000.67010	300.49
Dept 441 Total:							2,386.86
Dept: 442 Cemetery							
<a href="#">C2961</a>	Cold Spring Granite Company	APMWB	Check	<a href="#">RI 2475301</a>	Wolkenhauer	001-442.0000.63760	319.00
				<a href="#">RI 2474823</a>	Unruh plaque	001-442.0000.63760	319.00
<a href="#">C220</a>	Coleman Oil Co	APMWB	Check	<a href="#">CP-0343735</a>	City Fuel Usage - December 2025	001-442.0000.64030	153.63
				<a href="#">CP-0353111</a>	Fuel Usage - January 2026	001-442.0000.64030	159.95
<a href="#">W230</a>	Wilbert Precast Inc.	APMWB	Check	<a href="#">370966-1</a>	McElhiney/St. Thomas	001-442.0000.63760	176.00
				<a href="#">376146-1</a>	Folsom, Tracy Niche Engraving	001-442.0000.63760	251.00
				<a href="#">370966-1</a>	McElhiney/St. Thomas	001-442.0000.63760	661.72
Dept 442 Total:							2,040.30
Dept: 443 Parks							
<a href="#">VEN15174</a>	Airgas USA, LLC	APMWB	Check	<a href="#">5522565361</a>	Acetylene for Welder	001-443.0000.64030	9.08
<a href="#">A365</a>	American On-Site Services	APMWB	Check	<a href="#">I102832</a>	Q'emiln Park Portable Restrooms	001-443.0000.65050	641.25
				<a href="#">I102760</a>	Corbin Park - Jan 1, 2026 - Jan 31, 2026	001-443.0000.65050	322.50
				<a href="#">I102800</a>	Skate Park Portable Restroom	001-443.0000.65050	213.75
				<a href="#">I102808</a>	Falls Park Portable Restrooms	001-443.0000.65050	193.75
				<a href="#">I102809</a>	Kiwanis Park Portable Restroom	001-443.0000.65050	193.75
				<a href="#">I102807</a>	White Pine Portable Restroom	001-443.0000.65050	193.75
				<a href="#">I102759</a>	Black Bay Portable Restroom	001-443.0000.65050	128.75
				<a href="#">I102758</a>	4th St. Trailhead Portable Restroom	001-443.0000.65050	213.75
				<a href="#">I102806</a>	Tullamore Park Portable Restroom	001-443.0000.65050	193.75
<a href="#">VEN06028</a>	Baseline Inc	APMWB	Electronic Funds Transf	<a href="#">17494-2026</a>	Baseline Service to Irrigation Controllers	001-443.0000.65030	4,890.25
<a href="#">VEN10155</a>	Bill's Heating Air Appliance Repair, LLC	APMWB	Check	<a href="#">121507882</a>	Trailhead furnace repair	001-443.0000.62180	350.00
<a href="#">C280</a>	Coeur d'Alene Power Tool	APMWB	Check	<a href="#">2-300114</a>	Tool for Construction	001-443.0000.67090	728.00
<a href="#">C220</a>	Coleman Oil Co	APMWB	Check	<a href="#">CP-0343735</a>	City Fuel Usage - December 2025	001-443.0000.64030	1,943.49
				<a href="#">CP-0353111</a>	Fuel Usage - January 2026	001-443.0000.64030	1,544.06
<a href="#">F020</a>	Fastenal Company	APMWB	Electronic Funds Transf	<a href="#">IDCOE229962</a>	Hardware for Picnic Tables	001-443.0000.67030	155.52
<a href="#">G098</a>	Grainger	APMWB	Check	<a href="#">9796539394</a>	Batteries for Parks	001-443.0000.67030	164.00
				<a href="#">9791031728</a>	Replacement heaters for park restrooms.	001-443.0000.67050	319.32

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>H003</u>	H.D. Fowler Company						
	APMWB	Check		<u>17222094</u>	STORM WATER LEACHING SYSTEM FOF	001-443.1658.62330	262.72
<u>H1957</u>	Horizon Distributors Inc						
	APMWB	Electronic Funds Transf		<u>2s249423</u> <u>2S249387</u>	Drainage pipe for construction warehouse Drain pipe for Trailhead drainage	001-443.0000.68230 001-443.1658.62330	15.55 9.50
<u>VEN02996</u>	Idaho Department of Environmental Quality						
	APMWB	Check		<u>20260260</u>	Drinking water assessment for Q'emiln	001-443.0000.65110	25.00
<u>L109</u>	Lowe's Credit Services						
	APMWB	Check		<u>80660</u>	Sand Discs for Picnic Tables	001-443.0000.67090	115.88
<u>O040</u>	Overhead Door Company						
	APMWB	Check		<u>595219</u>	Shop Garage Door Repair	001-443.0000.62180	1,328.10
<u>P310</u>	Platt Electric Supply						
	APMWB	Check		<u>7A79798</u>	Bulbs for Q'emiln shop & Grand Pavilion	001-443.1658.62330	260.86
<u>R1691</u>	River City Paint & Decorating						
	APMWB	Check		<u>2FL9G</u> <u>CDCXG</u>	Paint supplies for picnic tables	001-443.0000.68160 001-443.0000.68160	237.45 12.58
<u>R251</u>	Serights Ace Hardware						
	APMWB	Check		<u>373133/1</u> <u>373231/1</u> <u>373244/1</u> <u>373050/1</u> <u>373171/1</u> <u>373078/1</u>	Dust brush for Parks Hardware for White Pine Park THREAD ROD for Parks CXT Supplies for Brett James Sign Plumbing parts for the Black Bay Depot Parts for drainage by Trailhead	001-443.0000.63150 001-443.0000.67030 001-443.0000.67030 001-443.0000.68160 001-443.0000.68250 001-443.1658.62330	18.87 25.89 8.99 10.05 61.17 13.48
<u>A565</u>	SiteOne Landscape Supply, LLC						
	APMWB	Check		<u>162138935-001</u> <u>162170000-001</u> <u>162320611-001</u> <u>162100671-001</u> <u>162100536-001</u>	Red Fir Mulch for City Hall Landscape Drainage for Construction Warehouse Coupling for drain at Parks Return of PVC Glue Parts for drainage by Trailhead	001-443.0000.68170 001-443.0000.68230 001-443.0000.68230 001-443.1658.62330 001-443.1658.62330	1,547.50 52.59 12.27 -10.64 39.72
<u>U0010</u>	ULINE						
	APMWB	Check		<u>203218776</u>	Boot Scrapers for Parks Buildings	001-443.0000.63150	140.49
<u>W0226</u>	Walter E Nelson Co						
	APMWB	Electronic Funds Transf		<u>564692</u> <u>564787</u>	Wax mop heads for floors Cleaning Supply for Park Floors	001-443.0000.63150 001-443.0000.63150	88.40 46.28
<u>Z026</u>	Ziegler Lumber Co #017						
	APMWB	Check		<u>1064645</u>	Exhaust hoods for Crown Pointe Restroom	001-443.0000.67050	25.96
Dept 443 Total:							16,747.38
Dept: 444 Parks - Construction							
<u>A568</u>	AVISTA Utilities-Install services						
	APMWB	Check		<u>63666</u>	Relocate Power Line at Chase Park	001-444.1665.93180	2,209.00
<u>C180</u>	Central Pre Mix Concrete						
	APMWB	Check		<u>4076491</u> <u>4074861</u>	Basalt for outside parks warehouse. Basalt for area by Warehouse	001-444.0000.68170 001-444.0000.68170	119.00 238.00
<u>VEN12244</u>	HERC Rentals Inc						
	APMWB	Electronic Funds Transf		<u>36247030-001</u>	Scissor Lift Rental for Tullamore Shelter Rep	001-444.0000.67070	175.00
<u>L109</u>	Lowe's Credit Services						
	APMWB	Check		<u>76031</u>	Paint for Warehouse down spouts	001-444.0000.68160	7.11
Dept 444 Total:							2,748.11
Dept: 445 Recreation							
<u>VEN01020</u>	Cindy Jacobs						
	APMWB	Check		<u>1.27.26</u>	Contractual Services - Fitness Classes Jan	001-445.0000.62040	81.90
<u>N2332</u>	Collins, Tom						
	APMWB	Check		<u>1.27.26</u>	Contractual Services - Martial Arts Jan 2026	001-445.0000.62040	132.30
<u>VEN14917</u>	Crystal Reiber						
	APMWB	Check		<u>2-4-26</u>	Contractual Fitness January 2026	001-445.0000.62040	262.50
<u>V040</u>	ODP Business Solutions						
	APMWB	Check		<u>457044860001</u>	Office Supplies-Recreation	001-445.0000.63060	179.93
<u>P4322</u>	Post Falls School Dist #273						
	APMWB	Check		<u>000002</u>	School rental - Daddy Daughter	001-445.0000.63080	375.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>VEN15091</u>	Simpliverified, LLC				
APMWB	Electronic Funds Transf	<u>79766</u>	January 2026 Background Checks	001-445.0000.62080	412.20
<u>VEN02035</u>	Staples, Inc				
APMWB	Check	<u>6054384536</u>	Office Supplies-Recreation	001-445.0000.63060	48.56
		<u>6054384540</u>		001-445.0000.63060	41.94
		<u>6054384536</u>		001-445.0000.63060	11.98
<u>U140</u>	UpScale Mail				
APMWB	Check	<u>350707</u>	Postage for Dance Costume Exchange	001-445.0000.63070	31.20
		<u>350716</u>	Postage for Grant Agreement Docs to Dept	001-445.0000.63070	11.44
			Dept 445 Total:		1,588.95

Dept: 452 Building Inspector

<u>B091</u>	BDS				
APMWB	Electronic Funds Transf	<u>104460</u>	Utility Billing and delinquency notices	001-452.0000.62040	50.00
<u>C220</u>	Coleman Oil Co				
APMWB	Check	<u>CP-0353111</u>	Fuel Usage - January 2026	001-452.0000.64030	403.75
		<u>CP-0343735</u>	City Fuel Usage - December 2025	001-452.0000.64030	391.36
			Dept 452 Total:		845.11

Dept: 453 Engineering

<u>C220</u>	Coleman Oil Co				
APMWB	Check	<u>CP-0353111</u>	Fuel Usage - January 2026	001-453.0000.64030	130.50
		<u>CP-0343735</u>	City Fuel Usage - December 2025	001-453.0000.64030	89.58
			Dept 453 Total:		220.08

Fund 001 Total: 276,985.37

Fund: 003 - PERSONNEL BENEFIT POOL

Dept: 482 Personnel Pool

<u>VEN15121</u>	BPA Health, Inc				
APMWB	Check	<u>611325</u>	January 2026 EAP Services	003-482.4000.73000	852.00
<u>P079</u>	Panhandle Health District				
APMWB	Check	<u>5698 1.28.26</u>	ENCOUNTER 188782	003-482.4000.73000	169.00
<u>A6000</u>	Rehn & Associates, Inc.				
APMWB	Check	<u>INV-00211396</u>	Cobra Letters January 2026	003-482.0000.62160	28.00
			Dept 482 Total:		1,049.00
			Fund 003 Total:		1,049.00

Fund: 008 - 911 SUPPORT

Dept: 426 911 Support

<u>VEN14677</u>	Biddle Consulting Group, Inc				
APMWB	Check	<u>81922</u>	CritiCall Annual Software Renewal	008-426.0000.62040	3,658.00
<u>M2005</u>	Motorola Solutions				
APMWB	Electronic Funds Transf	<u>1187166036</u>	Advanced SAA Certification - Brantl	008-426.0000.64070	1,100.00
		<u>1187164502</u>	Year 8 Service Dispatch Consoles	008-426.0000.67040	102,331.00
<u>VEN14584</u>	Sylint, LLC				
APMWB	Electronic Funds Transf	<u>20933</u>	Monthly Sylint payments	008-426.0000.66043	3,591.58
			Dept 426 Total:		110,680.58
			Fund 008 Total:		110,680.58

Fund: 011 - FACILITY BUILDING RESERVE

Dept: 491 Facility Building Reserve

<u>E001</u>	East Greenacres Irrigation				
APMWB	Check	<u>05242329</u>	PWOC - EGID Application Fee for Water Ser	011-491.1801.93160	127.40
			Dept 491 Total:		127.40
			Fund 011 Total:		127.40

Fund: 034 - KOOTENAI FIRE/EMS IMPACT FEES

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 428 Kootenai Fire/EMS Impact Fees							
<a href="#">VEN14739</a>	Kootenai County Emergency Medical Services System	APMWB	Electronic Funds Transf	<a href="#">January 2026 Impar</a>	January 2026 Impact Fees	034-428.0000.33117	-840.00
						034-428.0000.62040	29,709.68
<a href="#">VEN06795</a>	Kootenai County Fire & Rescue	APMWB	Electronic Funds Transf	<a href="#">January 2026 Impar</a>	January 2026 Impact Fees	034-428.0000.33117	-1,680.00
						034-428.0000.62040	268,879.76
Dept 428 Total:							296,069.44
Fund 034 Total:							296,069.44
Fund: 035 - PUBLIC SAFETY IMPACT FEES							
Dept: 420 Public Safety Impact Fees							
<a href="#">W090</a>	Welch Comer & Associates, Inc.	APMWB	Electronic Funds Transf	<a href="#">41354180-012</a>	Individual Assessment	035-420.0000.80300	345.00
Dept 420 Total:							345.00
Fund 035 Total:							345.00
Fund: 037 - STREETS IMPACT FEES							
Dept: 431 Streets							
<a href="#">W090</a>	Welch Comer & Associates, Inc.	APMWB	Electronic Funds Transf	<a href="#">41354180-012</a>	Individual Assessment	037-431.0000.80300	345.00
Dept 431 Total:							345.00
Fund 037 Total:							345.00
Fund: 038 - PARKS IMPACT FEES							
Dept: 443 Parks							
<a href="#">VEN14069</a>	Michael Terrell- Landscape Architecture, PLLC	APMWB	Check	<a href="#">6625</a>	The Quarry Phase 1	038-443.0000.94165	962.50
<a href="#">W090</a>	Welch Comer & Associates, Inc.	APMWB	Electronic Funds Transf	<a href="#">41354180-012</a>	Individual Assessment	038-443.0000.80300	345.00
Dept 443 Total:							1,307.50
Fund 038 Total:							1,307.50
Fund: 650 - RECLAIMED WATER OPERATING							
Dept: 463 Wastewater Operating							
<a href="#">VEN15174</a>	Airgas USA, LLC	APMWB	Check	<a href="#">5522565381</a>	RRCYLILG-AR - Rent Cyl Ind Large Argon	650-463.0000.68025	9.08
<a href="#">A424</a>	Anatek Labs, Inc.	APMWB	Check	<a href="#">2601912</a>	Surface Water Testing	650-463.0000.68360	944.00
				<a href="#">2601992</a>	Surface Water Testing	650-463.0000.68360	587.00
<a href="#">VEN03129</a>	Barr Tech LLC	APMWB	Check	<a href="#">11047</a>	Bio Solids Disposal Jan 2026	650-463.0000.62150	78,180.13
<a href="#">C064</a>	Cascade Columbia Distribution	APMWB	Check	<a href="#">943606</a>	Citric Acid WWTP Chemicals	650-463.0000.63008	4,875.00
<a href="#">VEN14736</a>	Cintas Corporation No. 3	APMWB	Check	<a href="#">4257431615</a>	WWTP Uniforms	650-463.4000.72000	178.61
				<a href="#">4258168202</a>		650-463.4000.72000	178.61
<a href="#">C291</a>	Coeur d' Alene Press	APMWB	Check	<a href="#">0000044731-01072</a>	CDA#15674 Industrial Pretreatment Public N	650-463.0000.68360	47.27
<a href="#">C130</a>	Coeur d'Alene Tractor	APMWB	Check	<a href="#">CDA-132250</a>	Full Service on Kubota	650-463.0000.67170	880.51
<a href="#">C220</a>	Coleman Oil Co	APMWB	Check	<a href="#">CP-0343735</a>	City Fuel Usage - December 2025	650-463.0000.65005	657.71
				<a href="#">CP-0353111</a>	Fuel Usage - January 2026	650-463.0000.65005	332.16
<a href="#">C3090</a>	Columbia Electric Supply	APMWB	Check	<a href="#">1120-1024003</a>	WRF Electrical Supplies	650-463.0000.68025	134.96
<a href="#">VEN14063</a>	Custom Salt Solutions LLC						

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	<a href="#">16297a</a>	WRF De-ice	650-463.0000.68010	35.85
				<a href="#">16265a</a>	Credit for taxes charged on Invoice 16201a,	650-463.0000.68010	-16.81
<a href="#">G098</a>	Grainger	APMWB	Check	<a href="#">9785851628</a>	PLEATED AIR FILTER,20INH,25INW	650-463.0000.68010	330.00
				<a href="#">9782178249</a>	WRF Sensor OVER TEMPERATURE LIMIT	650-463.0000.68025	161.10
<a href="#">H003</a>	H.D. Fowler Company	APMWB	Check	<a href="#">17199138</a>	WRF Supplies	650-463.0000.68025	98.03
<a href="#">VEN14269</a>	Integrity Pump Solutions, Inc	APMWB	Check	<a href="#">Y26M2-87</a>	Water pump for poly system	650-463.0000.68025	2,850.00
<a href="#">N040</a>	NCL of Wisconsin, Inc.	APMWB	Check	<a href="#">530583</a>	WWTP Lab Supplies	650-463.0000.63400	1,282.92
<a href="#">O050</a>	Oxarc Inc.	APMWB	Electronic Funds Transf	<a href="#">0032502526</a>	Sodium Bisulfite Tertiary Treatment Chemic	650-463.0000.63008	4,360.95
				<a href="#">0032502525</a>	Sodium Hypochlorite (Chlorine Bleach)	650-463.0000.68820	2,673.80
				<a href="#">0032493901</a>		650-463.0000.68820	3,521.57
<a href="#">VEN15059</a>	Polydyne Inc	APMWB	Electronic Funds Transf	<a href="#">1998180</a>	Polymer Delivery	650-463.0000.63480	4,950.00
				<a href="#">1995978</a>	500 LB DRUM CLARIFLOC C-309P PPA/29	650-463.0000.68025	825.00
<a href="#">R251</a>	Serights Ace Hardware	APMWB	Check	<a href="#">373122/1</a>	WRF Supplies WOOD SCREW 9X3"	650-463.0000.68010	63.88
				<a href="#">373139/1</a>	WWTP Shop Supplies	650-463.0000.68025	51.97
				<a href="#">373208/1</a>	WRF Plant Supplies	650-463.0000.68025	14.02
				<a href="#">373107/1</a>	WWTP Shop Supplies	650-463.0000.68025	6.08
				<a href="#">373338/1</a>	BOX FAN 20" 3SPD BASIC	650-463.0000.68025	59.36
<a href="#">U1006</a>	Univar Solutions USA, LLC	APMWB	Check	<a href="#">53648021</a>	Caustic Soda Deliveris Tertiary Operations	650-463.0000.63008	4,384.51
				<a href="#">53649480</a>	Aluminum Sulfate for Tertiary Operations	650-463.0000.63490	6,516.88
				<a href="#">53629989</a>		650-463.0000.63490	6,519.60
<a href="#">W0226</a>	Walter E Nelson Co	APMWB	Electronic Funds Transf	<a href="#">564848</a>	cleaning supplies for WW control room	650-463.0000.68010	421.37
Dept 463 Total:							126,115.12

Dept: 466 Wastewater - Collections

<a href="#">VEN14736</a>	Cintas Corporation No. 3	APMWB	Check	<a href="#">4257431615</a>	WWTP Uniforms	650-466.4000.72000	178.62
				<a href="#">4258168202</a>		650-466.4000.72000	178.62
<a href="#">C220</a>	Coleman Oil Co	APMWB	Check	<a href="#">CP-0353111</a>	Fuel Usage - January 2026	650-466.0000.65005	1,220.00
				<a href="#">CP-0343735</a>	City Fuel Usage - December 2025	650-466.0000.65005	2,415.69
<a href="#">C360</a>	Consolidated Supply Co.	APMWB	Electronic Funds Transf	<a href="#">S012732066.001</a>	WRF End Ring Epoxy Coated	650-466.0000.63006	102.59
<a href="#">G098</a>	Grainger	APMWB	Check	<a href="#">9796467836</a>	WRF UTILITY PUMP	650-466.0000.63006	133.22
				<a href="#">9793757403</a>	COMBO WRENCH,SAE,ROUNDED,1 1/4"	650-466.0000.67090	80.14
<a href="#">N001</a>	Napa Auto Parts	APMWB	Check	<a href="#">376708</a>	WRF Collections HEX KEY	650-466.0000.63330	7.31
<a href="#">P180</a>	Perfection Tire	APMWB	Check	<a href="#">1102008</a>	WRF Collections Truck OIL CHANGE	650-466.0000.67170	107.89
<a href="#">R251</a>	Serights Ace Hardware	APMWB	Check	<a href="#">373293/1</a>	WRF Supplies	650-466.0000.63000	12.22
				<a href="#">373123/1</a>	WRF Supply Bushing	650-466.0000.63006	2.33
				<a href="#">373019/1</a>	WWTP Supplies	650-466.0000.63006	12.58
				<a href="#">373169/1</a>	SUPER CLEAN DEGREASR2.5G	650-466.0000.63330	105.27
				<a href="#">373312/1</a>	MOUNTING TAPE 1X60"	650-466.0000.63330	10.79
				<a href="#">373169/1</a>	SUPER CLEAN DEGREASR2.5G	650-466.0000.63330	53.97
				<a href="#">373212/1</a>	CM WRENCH COMB 1-1/8	650-466.0000.67090	71.98
				<a href="#">373011/1</a>	WRF Shop Supplies	650-466.0000.68010	34.18
Dept 466 Total:							4,727.40

Dept: 468 Wastewater - Surface Water

[A1395](#) Advanced Compressor & Hose Inc

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	<a href="#">102268</a>	Heater Hose	650-468.0000.68380	183.00
<a href="#">C220</a>	Coleman Oil Co	APMWB	Check	<a href="#">CP-0343735</a>	City Fuel Usage - December 2025	650-468.0000.65005	279.66
				<a href="#">CP-0353111</a>	Fuel Usage - January 2026	650-468.0000.65005	258.96
<a href="#">N001</a>	Napa Auto Parts	APMWB	Check	<a href="#">376951</a>	WRF Surface Water OIL FILTER	650-468.0000.67170	20.70
				<a href="#">377484</a>	WRF Auto Parts	650-468.0000.67170	35.17
				<a href="#">376951</a>	WRF Surface Water OIL FILTER	650-468.0000.67170	34.60
				<a href="#">376953</a>	AIR FILTERS	650-468.0000.67170	70.64
				<a href="#">376661</a>	WRF Surface Water 10W30	650-468.0000.67170	70.32
<a href="#">VEN05363</a>	North 40 Outfitters	APMWB	Check	<a href="#">053966/E</a>	D900 Parts	650-468.0000.68380	160.23
<a href="#">P180</a>	Perfection Tire	APMWB	Check	<a href="#">1102331</a>	FULL SERVICE OIL CHANGE	650-468.0000.67170	122.03
<a href="#">R1691</a>	River City Paint & Decorating	APMWB	Check	<a href="#">6WKJK</a>	WRF SW gloss paint	650-468.0000.68380	82.99
<a href="#">R251</a>	Serights Ace Hardware	APMWB	Check	<a href="#">373287/1</a>	WRF SW Supplies	650-468.0000.68380	47.34
				<a href="#">373043/1</a>	WWTP Shop Supplies	650-468.0000.68380	37.42
<a href="#">Z026</a>	Ziegler Lumber Co #017	APMWB	Check	<a href="#">1066828</a>	WRF SW Supplies	650-468.0000.68380	36.40
				<a href="#">1066378</a>		650-468.0000.68380	63.70
Dept 468 Total:							1,503.16
Fund 650 Total:							132,345.68

Fund: 651 - RECLAIMED WATER CAPITAL - WWTP  
 Dept: 463 Wastewater Operating

<a href="#">C360</a>	Consolidated Supply Co.	APMWB	Electronic Funds Transf	<a href="#">S012733845.001</a>	WATER PRESSURE REDUCING VALVE F	651-463.6505.95520	489.08
<a href="#">E001</a>	East Greenacres Irrigation	APMWB	Check	<a href="#">05242329</a>	PWOC - EGID Application Fee for Water Sei	651-463.3100.95520	18.20
<a href="#">W090</a>	Welch Comer & Associates, Inc.	APMWB	Electronic Funds Transf	<a href="#">41354130-022</a>	Lundy Blvd. Welch Invoice Nov-Dec 2025	651-463.6505.95520	310.00
Dept 463 Total:							817.28
Fund 651 Total:							817.28

Fund: 700 - SANITATION  
 Dept: 461 Sanitation

<a href="#">VEN15085</a>	International Minute Press	APMWB	Check	<a href="#">5739</a>	400 Magnets I Recycling Calendars 2026 (Jr	700-461.0000.62041	466.45
Dept 461 Total:							466.45
Fund 700 Total:							466.45

Fund: 750 - WATER OPERATING  
 Dept: 462 Water Operating

<a href="#">A090</a>	Accurate Testing Labs LLC	APMWB	Check	<a href="#">151887</a>	BACT T PA Coliform Presence/Absence	750-462.0000.68360	200.00
				<a href="#">151968</a>		750-462.0000.68360	120.00
				<a href="#">152123</a>		750-462.0000.68360	80.00
<a href="#">VEN05261</a>	CDA PAVING	APMWB	Check	<a href="#">112329</a>	DUMP FEES	750-462.0000.63280	29.06
<a href="#">C220</a>	Coleman Oil Co	APMWB	Check	<a href="#">CP-0353111</a>	Fuel Usage - January 2026	750-462.0000.64030	1,451.07
				<a href="#">CP-0343735</a>	City Fuel Usage - December 2025	750-462.0000.64030	1,665.01
<a href="#">C360</a>	Consolidated Supply Co.	APMWB	Electronic Funds Transf	<a href="#">S012707124.003</a>	Drinking Water METER ADAPTER	750-462.0000.63280	211.35
				<a href="#">S012761448.001</a>	DW 10" ALUMINUM PIPE WRENCH	750-462.0000.63280	112.32
<a href="#">H215</a>	Core & Main LP						

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	<a href="#">Y301176</a>	WATER DUAL CHK VLV NO LEAD	750-462.0000.63280	891.78
<a href="#">VEN12480</a>	Ditch Witch West	APMWB	Check	<a href="#">1001844</a>	DW TANK CAP Return	750-462.0000.63280	-156.67
				<a href="#">1000139</a>	DW Vactor TANK CAP	750-462.0000.63280	156.67
				<a href="#">1001850</a>	DW Supplies Vactor VENTED LID	750-462.0000.63280	72.02
				<a href="#">804150</a>	Late fee for Invoice 1001850	750-462.0000.63280	2.00
<a href="#">VEN15179</a>	Eastside Electric Motors	APMWB	Check	<a href="#">6702710</a>	Rewind/Machine Work on 300 HP	750-462.0000.95545	17,650.00
<a href="#">VEN14482</a>	Gunnerson Consulting and Communication Site Services, LLC	APMWB	Check	<a href="#">6785</a>	Consulting for Cell Tower Leases	750-462.0000.62040	624.50
<a href="#">H003</a>	H.D. Fowler Company	APMWB	Check	<a href="#">C659896</a>	Credit on tax charged for Water Supplies and	750-462.0000.63280	-30.00
<a href="#">J105</a>	J-U-B Engineers, Inc.	APMWB	Electronic Funds Transf	<a href="#">0192687</a>	Well 4 Rehab JUB Invoice Dec 2025	750-462.3227.95550	13,993.20
<a href="#">K080</a>	Knudtsen Chevrolet and GMAC	APMWB	Check	<a href="#">6298140/1</a>	Oil Change W120	750-462.0000.67170	129.95
<a href="#">R1691</a>	River City Paint & Decorating	APMWB	Check	<a href="#">7JDN9</a>	DW Supplies Clear Coat Paint	750-462.0000.63280	133.05
				<a href="#">JSUEE</a>	Water Shop Supplies	750-462.0000.63280	79.13
<a href="#">R251</a>	Serights Ace Hardware	APMWB	Check	<a href="#">372970/1</a>	Water Shop Supplies	750-462.0000.63280	6.98
<a href="#">W0226</a>	Walter E Nelson Co	APMWB	Electronic Funds Transf	<a href="#">564662</a>	TOILET TISSUE 2 PLY 4.0X4.05 80/550RL/	750-462.0000.63060	184.50
						Dept 462 Total:	37,605.92
						Fund 750 Total:	37,605.92

Fund: 753 - WATER CAPITAL

Dept: 462 Water Operating

<a href="#">E001</a>	East Greenacres Irrigation	APMWB	Check	<a href="#">05242329</a>	PWOC - EGID Application Fee for Water Sei	753-462.3325.95520	114.40
						Dept 462 Total:	114.40
						Fund 753 Total:	114.40
						Report Total:	858,259.02



Fund	Account	Amount
001 - GENERAL FUND		
	001-22115	28,704.50
	001-411.0000.62060	1,000.00
	001-411.0000.63060	92.15
	001-411.0000.64010	75.00
	001-412.0000.64020	1,590.00
	001-412.0000.66014	13,296.60
	001-412.0000.66043	2,557.42
	001-412.0000.66180	1,357.17
	001-414.0000.62040	62.00
	001-414.0000.63050	281.81
	001-414.1445.62170	7,258.81
	001-414.1445.62190	4,164.03
	001-415.0000.66080	795.00
	001-417.0000.63060	5.99
	001-417.0000.66014	16,868.25
	001-418.4000.72070	330.00
	001-421.0000.62040	1,000.00
	001-421.0000.63060	104.00
	001-421.0000.63130	15.56
	001-421.0000.63920	198.09
	001-421.0000.64010	350.00
	001-421.0000.64030	4,917.47
	001-421.0000.65030	6,509.70
	001-421.0000.66043	2,932.90
	001-421.0000.67020	1,016.74
	001-421.0000.67100	687.91
	001-421.0000.67170	433.95
	001-421.0000.68010	820.95
	001-421.4000.72000	939.20
	001-423.1153.68400	1,495.00
	001-424.0000.62040	1,806.00
	001-424.0000.63040	78.98
	001-424.0000.63060	139.87
	001-424.0000.64030	34.70
	001-427.0000.62040	140.00
	001-427.0000.64030	139.02
	001-431.0000.63000	513.39
	001-431.0000.63060	70.14
	001-431.0000.63070	36.04
	001-431.0000.63110	455.72
	001-431.0000.63260	5,479.52
	001-431.0000.63525	3,769.04
	001-431.0000.64030	12,119.77
	001-431.0000.66016	592.68
	001-431.0000.67090	34.87
	001-431.0000.68100	1,039.74
	001-431.0000.68150	41.86
	001-431.1811.95040	65,486.22
	001-433.0000.63150	153.72
	001-433.0000.63720	790.41
	001-433.0000.64030	354.36
	001-433.0000.81505	423.65
	001-434.0000.63007	667.63
	001-434.0000.63011	7,451.41
	001-434.0000.63012	645.95
	001-434.0000.63013	283.71

001-434.0000.63060	211.90
001-434.0000.63160	257.38
001-434.0000.63540	425.65
001-434.0000.64030	368.94
001-434.0000.67170	987.75
001-434.0000.67190	4,354.36
001-434.0000.90010	41,194.00
001-441.0000.63110	263.89
001-441.0000.64030	688.40
001-441.0000.67010	589.59
001-441.0000.67090	107.45
001-441.0000.68190	637.00
001-441.0000.68230	100.53
001-442.0000.63760	1,726.72
001-442.0000.64030	313.58
001-443.0000.62180	1,678.10
001-443.0000.63150	294.04
001-443.0000.64030	3,496.63
001-443.0000.65030	4,890.25
001-443.0000.65050	2,295.00
001-443.0000.65110	25.00
001-443.0000.67030	354.40
001-443.0000.67050	345.28
001-443.0000.67090	843.88
001-443.0000.68160	260.08
001-443.0000.68170	1,547.50
001-443.0000.68230	80.41
001-443.0000.68250	61.17
001-443.1658.62330	575.64
001-444.0000.67070	175.00
001-444.0000.68160	7.11
001-444.0000.68170	357.00
001-444.1665.93180	2,209.00
001-445.0000.62040	476.70
001-445.0000.62080	412.20
001-445.0000.63060	282.41
001-445.0000.63070	42.64
001-445.0000.63080	375.00
001-452.0000.62040	50.00
001-452.0000.64030	795.11
001-453.0000.64030	220.08
Fund 001 Total:	276,985.37
003 - PERSONNEL BENEFIT POOL	
003-482.0000.62160	28.00
003-482.4000.73000	1,021.00
Fund 003 Total:	1,049.00
008 - 911 SUPPORT	
008-426.0000.62040	3,658.00
008-426.0000.64070	1,100.00
008-426.0000.66043	3,591.58
008-426.0000.67040	102,331.00
Fund 008 Total:	110,680.58
011 - FACILITY BUILDING RESERVE	
011-491.1801.93160	127.40
Fund 011 Total:	127.40
034 - KOOTENAI FIRE/EMS IMPACT FEES	
034-428.0000.33117	-2,520.00
034-428.0000.62040	298,589.44
Fund 034 Total:	296,069.44
035 - PUBLIC SAFETY IMPACT FEES	
035-420.0000.80300	345.00
Fund 035 Total:	345.00
037 - STREETS IMPACT FEES	
037-431.0000.80300	345.00
Fund 037 Total:	345.00
038 - PARKS IMPACT FEES	

	038-443.0000.80300	345.00
	038-443.0000.94165	962.50
	<b>Fund 038 Total:</b>	<b>1,307.50</b>
<b>650 - RECLAIMED WATER OPERATING</b>		
	650-463.0000.62150	78,180.13
	650-463.0000.63008	13,620.46
	650-463.0000.63400	1,282.92
	650-463.0000.63480	4,950.00
	650-463.0000.63490	13,036.48
	650-463.0000.65005	989.87
	650-463.0000.67170	880.51
	650-463.0000.68010	834.29
	650-463.0000.68025	4,209.60
	650-463.0000.68360	1,578.27
	650-463.0000.68820	6,195.37
	650-463.4000.72000	357.22
	650-466.0000.63000	12.22
	650-466.0000.63006	250.72
	650-466.0000.63330	177.34
	650-466.0000.65005	3,635.69
	650-466.0000.67090	152.12
	650-466.0000.67170	107.89
	650-466.0000.68010	34.18
	650-466.4000.72000	357.24
	650-468.0000.65005	538.62
	650-468.0000.67170	353.46
	650-468.0000.68380	611.08
	<b>Fund 650 Total:</b>	<b>132,345.68</b>
<b>651 - RECLAIMED WATER CAPITAL - WWTP</b>		
	651-463.3100.95520	18.20
	651-463.6505.95520	799.08
	<b>Fund 651 Total:</b>	<b>817.28</b>
<b>700 - SANITATION</b>		
	700-461.0000.62041	466.45
	<b>Fund 700 Total:</b>	<b>466.45</b>
<b>750 - WATER OPERATING</b>		
	750-462.0000.62040	624.50
	750-462.0000.63060	184.50
	750-462.0000.63280	1,507.69
	750-462.0000.64030	3,116.08
	750-462.0000.67170	129.95
	750-462.0000.68360	400.00
	750-462.0000.95545	17,650.00
	750-462.3227.95550	13,993.20
	<b>Fund 750 Total:</b>	<b>37,605.92</b>
<b>753 - WATER CAPITAL</b>		
	753-462.3325.95520	114.40
	<b>Fund 753 Total:</b>	<b>114.40</b>
	<b>Report Total:</b>	<b>858,259.02</b>

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**ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR**

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1/30/2026	\$87.37	APA002296 AT&T Long Distance
1/30/2026	\$485.95	APA002297 Charter Communications
1/30/2026	\$357.52	APA002298 Coeur D' Alene Press
1/30/2026	\$907.34	APA002299 Level 3 Communications
1/30/2026	\$628.40	APA002300 Level 3 Communications
1/30/2026	\$62.00	APA002301 McGuire Estate Water Users Assn
1/30/2026	\$107.83	APA002302 Ziplly Fiber
1/30/2026	\$103.69	APA002303 Ziplly Fiber
1/30/2026	\$6,073.65	APA002304 Ziplly Fiber
2/6/2026	\$53.78	APA002420 AT&T Long Distance
2/6/2026	\$1,300.29	APA002421 AT&T Mobility
2/6/2026	\$1,780.34	APA002422 Avista Utilities
2/6/2026	\$155.00	APA002423 Charter Communications
2/6/2026	\$300.00	APA002424 East Greenacres Irrigation Water Shut Offs
2/6/2026	\$432.28	APA002425 H & H Business Systems
2/6/2026	\$39.70	APA002426 Kootenai County Solid Waste
2/6/2026	\$2,100.40	APA002427 Kootenai Electric
2/6/2026	\$422,300.80	APA002428 Northwest Waste & Recycling
2/6/2026	\$15.00	APA002429 Post Falls Area Chamber of Commerce
2/6/2026	\$546.79	APA002430 Post Falls Food Bank
2/6/2026	\$538.00	APA002431 Ross Point Water
2/6/2026	\$40.04	APA002432 Verizon Wireless
2/6/2026	\$43.99	APA002433 Verizon Wireless
2/6/2026	\$160.16	APA002434 Verizon Wireless
2/6/2026	\$300.21	APA002435 Verizon Wireless
2/6/2026	\$138.68	APA002436 Verizon Wireless
2/6/2026	\$133.46	APA002437 Ziplly Fiber
	\$439,192.67	

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**CHECK RUN 2/17/26**

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Pay Before Due Date	001-431.0000.65030
Pay Before Due Date	Various
Pay Before Due Date	001-451.0000.62000
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	650-463.0000.65081
Pay Before Due Date	650-463.0000.65030
Pay Before Due Date	650-463.0000.65030
Pay Before Due Date	Various
Pay Before Due Date	001-445.0000.65030
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	001-443.0000.65030
Pay Before Due Date	750-462.0000.62040
Pay Before Due Date	Various
Pay Before Due Date	700-461.0000.65050
Pay Before Due Date	001-465.0000.65103
Pay Before Due Date	Various
Pay Before Due Date	001-411.0000.64010
Pay Before Due Date	001-22110
Pay Before Due Date	Various
Pay Before Due Date	001-452.0000.65030
Pay Before Due Date	001-424.0000.65030
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	001-443.0000.65030
Pay Before Due Date	650-463.0000.65030

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: 2/17/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Robbie Quinn, Parks Planner  
**SUBJECT:** Authorization to Demolish the Corbin House

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**ITEM AND RECOMMENDED ACTION:**

With the approval of the consent agenda, the City Council authorizes the Mayor to sign the attached documents authorizing the demolition of the existing vacant house at Corbin Park.

**DISCUSSION:**

In the fall of 2024, Parks and Recreation Director Dave Fair issued a memorandum to the Mayor and City Council regarding the termination of the rental agreement for the existing residential structure located at Corbin Park, effective spring 2025. The memorandum cited the building's current state of disrepair and the substantial costs associated with necessary repairs as the primary reasons for abandoning the structure and proceeding with its removal. Additionally, the house is situated within the designated footprint of the proposed Corbin Dog Park, which is scheduled for design during the current year.

The property falls under county jurisdiction, and city staff has initiated the permitting process required for demolition of the structure. This process necessitates the Mayor's execution of a Letter of Authorization and Owner Demolition Affidavit. At present, the demolition has not been scheduled, as staff continues to advance the permitting procedures.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

N/A

**APPROVED OR DIRECTION GIVEN:**

N/A

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

There are no associated costs with this agenda item. However, future demolition costs are to be determined, and will be paid for through Park Impact Fees.

**BUDGET CODE:**

038-443.0000.94170

**ATTACHMENTS:**

1. Corbin Park Kootenai County Demo Affidavit
2. Corbin Park Kootenai County Letter of Authorization



# KOOTENAI COUNTY

## COMMUNITY DEVELOPMENT

### OWNER DEMOLITION AFFIDAVIT

DATE: 02/04/06  
 OWNER: City of Post Falls  
 OWNER PHONE NUMBER: 208-773-3511  
 OWNER EMAIL ADDRESS: rquinn@postfalls.gov  
 CONTACT PERSON NAME: Robbie Quinn  
 CONTACT PERSON PHONE NUMBER: 208-457-3320  
 BUILDING ADDRESS: 408 N Spokane St  
 PARCEL NUMBER/AIN: 0304005101AA / 119598

Kootenai County Community Development;

I am the owner of a Vacant Single Family House located at 567 S Corbin Rd  
in Post Falls, ID on  
 Parcel 0304005101AA, AIN 119598  
 and I do hereby authorize Cannon Hill Industries Inc to  
 DEMOLISH the above-mentioned home/structure.

Sincerely,

\_\_\_\_\_  
OWNER SIGNATURE

\_\_\_\_\_  
DATE



# KOOTENAI COUNTY

## COMMUNITY DEVELOPMENT

BUILDING • CODE ENFORCEMENT • PLANNING

### LETTER OF AUTHORIZATION

Date: 02/04/26

To: Kootenai County Community Development  
451 N. Government Way  
P.O. Box 9000  
Coeur d'Alene, ID 83816-9000

Owner Name (Print): City of Post Falls

Address: 408 N Spokane St

Email: rquinn@postfalls.gov

Phone Number: 208-457-3320

**Property Identification:**

AIN: 119598 Parcel Number: 0304005101AA

Job Address: 567 S Corbin Rd

Please be advised that I (we), City of Post Falls Owner,  
authorize Cannon Hill Industries Inc

**Individual(s) or Company (ies)** to act as an agent(s) on my behalf in **all matters** related to obtaining a permit for building, mechanical, demolition and site disturbance work as well as performing the work.

I(we) further understand and agree that I (we) shall remain responsible for all permit conditions, permit provisions, fees, deposits, additional charges and collections resulting from permit application processing, permit issuance and inspection of work.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

**CITY OF POST FALLS**  
**AGENDA REPORT**  
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS  
**MEETING DATE: 2/17/2026**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** Andrew Arbini, Projects Division Manager

**SUBJECT:** Construction Manager/General Contractor Contract with Apollo Inc. for Preconstruction Services at the Water Reclamation Facility

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**ITEM AND RECOMMENDED ACTION:**

Staff requests City Council approval of the Construction Manager General Contractor (CMGC) preconstruction services contract with Apollo Inc. City Council approval will authorize the Mayor to sign the contract agreement.

**DISCUSSION:**

Significant upgrades are needed at the Water Reclamation Facility (WRF) to improve the solids handling process of wastewater treatment. Several components of these planned improvements were initially identified in the 2013 WRF Facility Plan as a future need. City Council adopted the 2024 update to the Facility Master Plan which provided refinement to the 2013 plan improvements. In July 2025, City Council approved a design contract with J-U-B Engineers that includes two distinct project phases in order of priority. The first project phase addresses existing deficiencies in the dewatering process by installing a second dewatering press to provide dewatering redundancy. As this unit is a long lead delivery item, a contract to purchase a second dewatering unit from Belt Dewatering Press Inc. (BDP) was approved at the November 3, 2025, City Council meeting.

Solids refer to the materials removed from the treated water in the various processes of the WRF. They consist of the microbes which biologically treat the water, residual untreated waste products, and the particles created when the tertiary treatment coagulant binds to particles including phosphorus. This material is over 99% water. For economical handling, the water must be removed from the materials, which is accomplished through two processes, called thickening and dewatering.

In the scoping phase of the Solids project, City Staff recommended the CMGC method for this project to minimize risk and maximize project collaboration. The CMGC will have a contractual obligation to assist the City and J-U-B in designing a project which can be constructed with minimized risk to the City, which is beneficial due to the complex nature of this project.

Last November, the City published a Request for Qualifications for a CMGC firm. The City received responses from three firms and through a scoring and interview process, City Staff selected Apollo Inc., as the most qualified firm for the project. The preconstruction services outlined in this contract will include phase/project 1 and 2. Upon completion of the preconstruction services, a contract for construction with a guaranteed maximum price (GMP) may be negotiated with Apollo. The City purchased equipment, such as the BDP unit, would be assigned to Apollo for installation during the GMP negotiation step. The GMP negotiation is anticipated in late 2026. If those negotiations are for some reason unsuccessful, the City retains the option to return to the traditional design-bid-build project delivery method.

City staff will provide a presentation summarizing the project and this memo.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

WRF Solids Improvement – Procurement Contract with BDP Industries, November 3, 2025  
WRF Solids Improvement – Sole source declaration of BDP Industries, September 16, 2025  
WRF Solids Improvement – Design Contract with J-U-B, July 1, 2025  
WRF Facility Planning Study, June 18, 2024

**APPROVED OR DIRECTION GIVEN:**

Council approved the items noted above.

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

The CMGC contract for preconstruction services is budgeted and funded through the WRF project budget for Solids Handling Improvements. The award of a contract for these services is anticipated to result in decreased financial risk to the City.

The contract total is \$454,901.99. Staff request a 10% contingency in the amount of \$45,490 to be authorized by the Public Works Director or his designee in the event additional services will benefit the project. The total request from staff is \$500,391.99.

**BUDGET CODE:**

650-463.3125.95520

**ATTACHMENTS:**

1. 021726 PPT\_WRF Solids Handling CMGC Preconstruction Services
2. CMGC Preconstruction Services Agreement

# Water Reclamation Facility Solids Handling Improvements

## Preconstruction Services Contract with Apollo Inc.



Andrew Arbini, Projects Division Manager

Public Works Department  
February 17, 2026

# Outline

- Project background
- Solids Treatment and Processing
- Summary of Project and Update
- Construction Manager/General Contractor (CMGC)
  - Preconstruction services with Apollo Inc.
- Financial Summaries
- Project Schedule

# Project Background

- Improvements to the Solids Treatment originally identified in the 2013 Facilities Study
- 2024 Facilities Study provided refinement to these improvements
- Expected increase of solids production following the completed tertiary improvements project.

# Solids Treatment and Processing

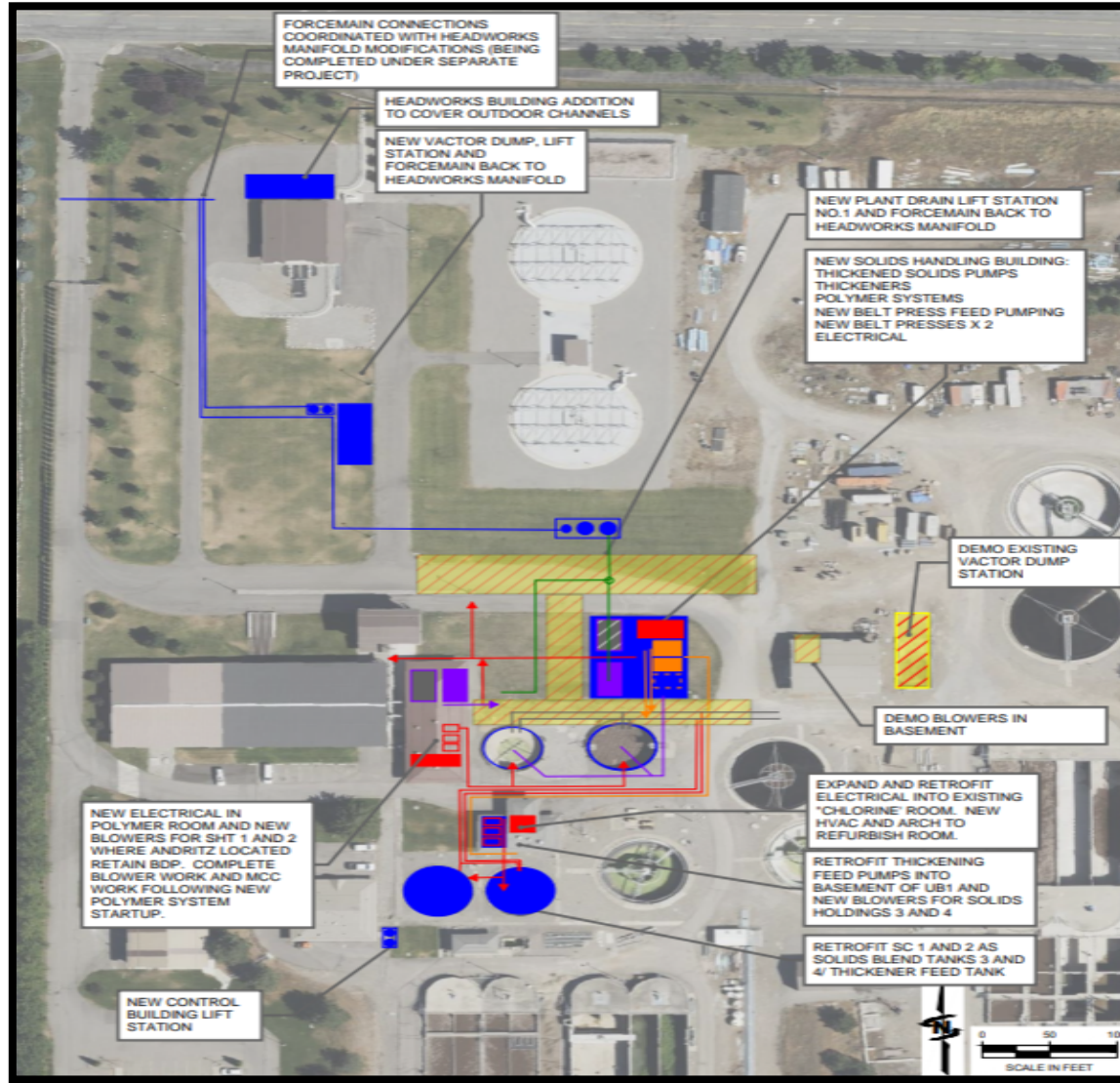
- Refers to materials removed from the treated water
- Consists of the microbes, used to biologically treat the water
- Tertiary treatment coagulant binds to particles including phosphorus (Consists of over 99% water)
- Water is removed from these materials through two process:
  - 1) Thickening
  - 2) Dewatering

# Summary of Project

## Project Elements:

- Prioritize procurement of an additional dewatering unit to improve redundancy of the dewatering process
- Project/Phase 1 – Procurement and installation of dewatering unit
- Project/Phase 2 - Balance of solids improvements (includes thickening)
- Construction Manager/General Contractor delivery method

# Water Reclamation Facility



# Solids Handling Project (To-date)

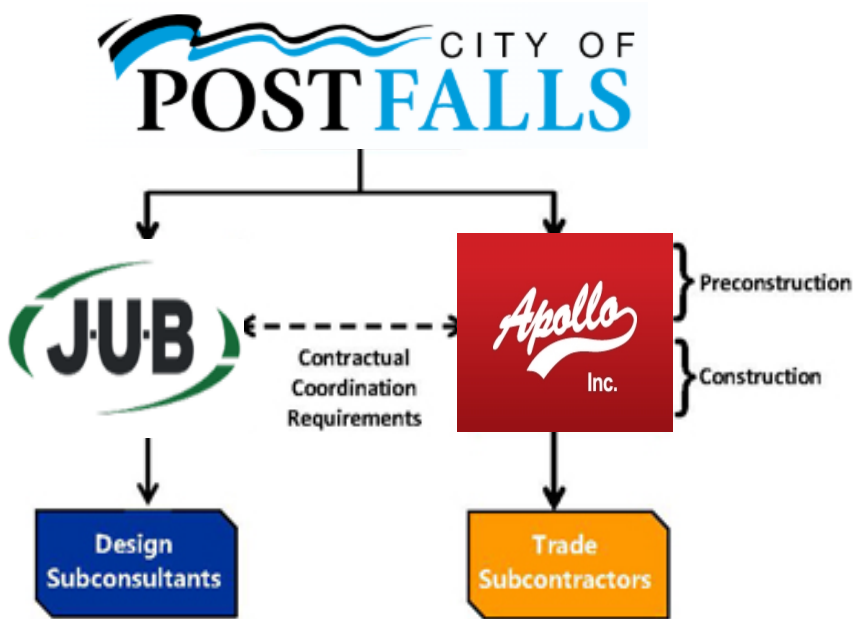
- City Council approved and adopted the 2024 Facilities Study updates
- Design contract with J-U-B Engineers awarded at the July 1, 2025 City Council meeting
- Contract for a second BDP brand of unit awarded at the November 3, 2025 City Council meeting
- Request for Qualifications for a CMGC received in November 2025

# Construction Manager/General Contractor

- Typical delivery methods for Public Works Construction (Idaho State)
  - Traditional Design, Bid, Build
  - Construction Manager and General Contractor
  - Design Build and Progressive Design Build
- Type of delivery method is selected based on project goals
  - Vetted design - Collaboration of owner, designer and contractor (CM/GC) to review constructability
  - Early release of work packages – Opportunities to expedite project schedule
  - Owner selection of CMGC firm

# Construction Manager/General Contractor

- Apollo will provide input and constructability review on scheduling, sequencing and pricing.
- Apollo will develop a 'guaranteed maximum price' (for each project/phase) based on the project scope and schedule.
- The City and Apollo will negotiate the GMPs. If parties are unable to successfully negotiate a GMP, the projects may be bid through the traditional Design, Bid, Build delivery method



# Construction Manager/General Contractor

- Guaranteed Maximum Price (GMP) for construction includes contractor's contingency to manage the project risk. CMGC guarantees maximum price the owner will pay.
  - Risk is managed through a risk register and guides use of contingency
  - GMP excludes owner additions and items outside of risk register.
- Cost premium for alternative delivery
  - Management of risk versus lowest bid

# Financial Summary with Apollo Inc.

Preconstruction Services with Apollo Inc.	\$ 454,901.99
Requested contingency (10%)	<u>\$ 45,490.00</u>
Total Request	\$ 500,391.99

The project is Budgeted and funded through the Solids Handling Improvements  
GL: 650-463.3125.95520

# Project Contracts To-date

J-U-B Engineers Design Services	\$ 3,839,325.00
BDP Inc., Procurement of second unit	\$ 775,425.00
Apollo Inc. Preconstruction Services	\$ 500,391.99
Total	\$ 5,115,142.99

# Estimated Project Cost

Solids Stream Dewatering Equipment 2	\$ 5,399,614
Headworks Influent Extension	\$ 739,811
Vactor Dump Station	\$ 762,536
Plant Drain Lift Station	\$ 2,263,621
Control Building Lift Station	\$ 568,115
Solids Stream Thickening	\$ 10,739,891
Solids Stream Dewatering Equipment 3	\$ 8,868,782
Total Estimated Project Cost	\$ 30,342,370

\*Costs are planning level estimates, escalated to 2027 dollars by using the planning estimates in the 2024 Facility Study

# Project Schedule

## July 2025 to February 2026

- ✓ Preliminary Design
- ✓ Procurement documents for Dewatering Equipment
- Request for Proposal and selection of Construction Manager and General Contractor (CMGC)

## January 2026 to June 2027

- Project 1 – Design, procurement and installation of dewatering equipment

## January 2026 to August 2028

- Project 2 – Design and construction of the balance of project improvements

# Questions



# AIA<sup>®</sup> Document A102™ - 2017

## Standard Form of Agreement Between Owner and Contractor

where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

**AGREEMENT** made as of the 17th day of February in the year 2026  
(In words, indicate day, month, and year.)

**BETWEEN** the Owner:

(Name, legal status, address and other information)

City of Post Falls  
408 N Spokane St,  
Post Falls, ID 83854

and the Construction Manager / General Contractor (CM/GC):

*Apollo Inc.*

Physical Address: 1115 S Clodfelter Rd, Kennewick WA, 99338

Mailing Address: 1133 W Columbia Dr, Kennewick WA, 99336

Phone: 509-987-1417

Contact: Amy Jenne ([amy.jenne@apollo-gc.com](mailto:amy.jenne@apollo-gc.com))

PW Contractor License: PWC-C-14034-Unlimited 1-2-3-5

PW Construction Manager License: 7071389

for the following Project:

(Name, location and detailed description)

### Solids Handling Improvements Project

The Project has been identified to be delivered in two distinct project phases, Project 1 and Project 2.

This Agreement covers the first deliverable that will include Project 1 for the addition of a new belt-filter press adjacent to the existing BDP unit including associated discharge conveyance and electrical/controls. The goal of this approach is to mitigate risks primarily associated with schedule for delivery and implementation long-lead time equipment, take advantage of collaboration opportunities with the following larger Project 2 components, integrate innovation and constructability opportunities during design development, and gain greater confidence in project pricing. The overall goal of this project is to expand the reliability of the dewatering equipment process via redundancy. Opportunities to expand this deliverable package to include dewatering feed pump/piping improvements, selective demolition or other portions of the Overall Solids Handling Improvements Project will be explored during the design process. The dewatering equipment to be installed with Project 1 will be pre-procured by the Owner and then assigned to the CM/GC for delivery coordination, installation and startup. An express requirement of this Agreement is that CM/GC agrees to accept assignment of the dewatering equipment as part of the GMP negotiation for Project 1, as set forth in more detail in Section 15.3 below.

The second deliverable, Project 2, will include the balance of the Overall Solids Handling Improvements Project, including new thickening process, further expansion of solids dewatering, liquid solids storage expansion, site lift stations, vector dump station and Headworks building modifications. The Owner may choose to pre-procure the thickening equipment to be installed with Project 2 and assigned to the CMGC for

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A102™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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construction. Alternatively, at the Owner discretion in coordination with the CM/GC, the procurement of this equipment could be included in CM/GC scope of work.

Engineer

The Engineer:

*(Name, address and other information)*

J-U-B Engineers, Inc.  
7825 Meadowlark Way  
Coeur d'Alene, ID 83815

The Owner and CM/GC agree as follows.

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project or other Project information:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed. (Identify special characteristics or needs of the Project not provided elsewhere.)*

§ 1.1.2.1 The Owner identifies the following representative for the Project:

*(List name, address, and other contact information.)*

Andrew Arbini – Projects Division Manager  
408 N Spokane St  
Post Falls, ID 83854  
208-457-3378  
[aarbini@postfalls.gov](mailto:aarbini@postfalls.gov)

§ 1.1.2.2 The Owner's Representative in accordance with Section 4.2 of the A201 is listed below:

*(List name, address, and other contact information.)*

Andrew Arbini – Projects Division Manager  
408 N Spokane St  
Post Falls, ID 83854  
208-457-3378  
aarbini@postfalls.gov

Owner's Representative is authorized to act on behalf of the Owner with respect to certain contract administration and pay application certification functions. The authority of Owner's Representative may be supplemented or changed in writing by the Owner. Owner's Representative shall have no obligations to make payments hereunder, and nothing contained in this Agreement is intended to create any contractual relationship between CM/GC and the Owner's Representative, nor confer any third-party beneficiary rights upon CM/GC with relation to the Owner's Representative. Neither the presence of, nor the monitoring or observations of the Owner's Representative shall limit or reduce CM/GC's liability for defects in its Work, and it is understood that CM/GC will be solely and completely responsible for its Work, compliance with the Contract Documents, and the working conditions on the job site, including safety, during the performance of the Work.

§ 1.1.2.1 The Owner's Representative may designate a project manager to perform some of the obligations of the Owner's Representative. If the Owner so designates a project manager, that project manager shall not have the authority set forth in Section 1.1.2.2 above unless and until express written approval is provided by the Owner prior to the project manager taking any action on behalf of the Owner.

§ 1.1.3 The persons or entities, in addition to the Owner's representative, who are required to review CM/GC's submittals to the Owner are as follows:  
*(List name, address and other contact information.)*

§ 1.1.4 The Owner shall retain the following consultants and Subcontractors:  
*(List name, legal status, address, and other contact information.)*

.1 Civil Engineer: J-U-B Engineers, Inc.

745 W Hanley Ave Suite 301 Coeur d'Alene, ID 83815

.3 Other, if any:

*(List any other consultants retained by the Owner, such as a Project or Program Manager.)*

§ 1.1.5 The Engineer's representative:  
*(List name, address, and other contact information.)*

J-U-B Engineers, Inc.  
Michael Conn – Project Manager  
745 W Hanley Ave Suite 301  
Coeur d'Alene, ID 83815  
mconn@jub.com  
208-762-8787

§ 1.1.6 The CM/GC identifies the following representative for the Project:

(  
Contact: Amy Jenne ([amy.jenne@apollo-gc.com](mailto:amy.jenne@apollo-gc.com))  
Physical Address: 1115 S Clodfelter Rd, Kennewick WA, 99338  
Mailing Address: 1133 W Columbia Dr, Kennwick WA, 99336  
Phone: 509-987-1417  
PW Construction Manager License: 7071389

CM/GC's representative shall not be changed without ten days' prior notice to the Owner.

§ 1.1.7 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and CM/GC may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and CM/GC shall appropriately adjust the Project schedule, CM/GC's services, and CM/GC's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

## ARTICLE 2 GENERAL PROVISIONS

### § 2.1 The Contract Documents

§ 2.1 The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents and exhibits listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of CM/GC's Guaranteed Maximum Price (GMP) proposal as provided in Section 3.2.6, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16. In entering into this Agreement or the Guaranteed Maximum Price Amendment, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. The Contract may not be amended except by Change Order or other written Modification executed by the Owner and CM/GC.

§ 2.2 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based upon the following priorities in descending order:

- .1 Contract Modifications;
- .2 Change Orders issued after the GMP Amendment;
- .3 The GMP Amendment (exclusive of exhibits attached thereto);
- .4 This Agreement;
- .5 Approved revisions and addenda, with those of a later date taking precedence over those of earlier date or original documents;
- .6 the General Conditions of the Contract for Construction (AIA A201-2017 as revised);
- .7 Exhibits to the Agreement including Exhibits listed in each GMP Amendment.

In the case of a conflict or ambiguity between the Contract Documents and any provisions of the assignment of the dewatering equipment, as set forth in more detail in Section 15.3 below, the terms set forth in the Contract Documents shall govern.

In the case of a conflict or ambiguity between the Drawings and Specifications or within either document not clarified by Addendum, the Drawings shall govern Specifications for quantity, arrangement, details and location, and the Specifications shall govern Drawings for materials, quality, workmanship, installation, and performance. In the event of ambiguity in quality or quantity that is not resolved by the order of precedence above, CM/GC shall (i) provide the best quality and the most reasonable quantity as applicable; and (ii) follow the stricter standard requiring the greatest measure of performance on CM/GC.

§ 2.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by CM/GC. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

### § 2.3 Relationship of the Parties

§ 2.3.1 CM/GC accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner, Engineer, and consultants, and exercise CM/GC's skill and judgment in furthering the interests of the Owner to furnish efficient construction management, preconstruction services, construction administration, management services, and supervision; to furnish at all times an adequate supply of

workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by CM/GC and to make payments to CM/GC in accordance with the requirements of the Contract Documents.

**§ 2.3.2 Covenant of Good Faith and Fair Dealing.** By entering into this Agreement, as part of the covenant of good faith and fair dealing, CM/GC agrees to function within the laws, and statutes, and building codes applicable to its duties and responsibilities, proceed to fulfill its obligation under this Agreement diligently and honestly, and that it will supply accurate, complete, and current cost or pricing data for purposes of supporting or documenting CM/GC's requests for contract modification, compensation, and/or payments under this Agreement.

#### **§ 2.4 General Conditions**

The general conditions of the contract shall be as set forth in A201–2017, as modified by the parties, which document is incorporated herein by reference.

### **ARTICLE 3 CM/GC'S PRECONSTRUCTION RESPONSIBILITIES**

**§ 3.0** CM/GC is acting as a general contractor / construction manager on this Project and will be performing Preconstruction services with Construction Phase Work. CM/GC's Preconstruction responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 and in Exhibit B. CM/GC's Construction Phase ("the Work") responsibilities are set forth in Section 3.3. The Owner and CM/GC may agree, in consultation with the Engineer, for the Construction Phase to commence prior to completion of the Preconstruction, in which case, both phases will proceed concurrently.

#### **§ 3.1 Preconstruction Phase**

##### **§ 3.1.1 Extent of Responsibility**

CM/GC shall exercise reasonable care in performing its Preconstruction Services. The Owner and Engineer shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by CM/GC. CM/GC, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. Except for design-build, delegated design, or deferred submittals that are the responsibility of CM/GC, CM/GC is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but CM/GC shall promptly report to the Engineer and Owner any recognizable errors or omissions or nonconformity discovered by or made known to CM/GC as a request for information in such form as the Engineer may require. Failure of CM/GC to make this reporting to the Engineer and Owner shall constitute a breach of this Agreement.

**§ 3.1.2** CM/GC shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

##### **§ 3.1.3 Consultation**

**§ 3.1.3.1** CM/GC shall schedule and conduct meetings with the Engineer and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

**§ 3.1.3.2** CM/GC shall advise the Owner and Engineer on proposed site use and improvements, selection of materials, building systems, and equipment. CM/GC shall also provide recommendations to the Owner and Engineer, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. CM/GC shall consult with the Engineer regarding professional services to be provided by CM/GC during the Construction Phase.

**§ 3.1.3.3** CM/GC shall assist the Owner and Engineer in establishing building information modeling and digital data protocols for the Project, to establish the protocols for the development, use, transmission, and exchange of digital data.

##### **§ 3.1.4 Project Schedule**

A preliminary Project Schedule is attached as **Exhibit D**. When Project requirements in Section 4.1.1 have been sufficiently identified, CM/GC shall prepare and periodically update an updated Project Schedule for the Engineer's review and the Owner's acceptance. CM/GC shall obtain the Engineer's approval for the portion of the Project

schedule relating to the performance of the Engineer's services. The Project schedule shall coordinate and integrate CM/GC's services, the Engineer's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion, and fully comply with the requirements of AIA Document A201-2017, as revised. The updated Project schedule shall fully comply with the requirements of AIA Document A201-2017, as revised and include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

### **§ 3.1.5 Phased Construction**

CM/GC, in consultation with the Engineer, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. CM/GC shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

### **§ 3.1.6 Cost Estimates**

**§ 3.1.6.1** Based on the preliminary design and other design criteria prepared by the Engineer, CM/GC shall prepare, for the Engineer's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Engineer or CM/GC suggests alternative materials and systems, CM/GC shall provide cost evaluations of those alternative materials and systems.

**§ 3.1.6.2** As the Engineer progresses with the preparation of the Schematic Design, Design Development and Construction Documents, CM/GC shall prepare and update, at appropriate intervals agreed to by the Owner, CM/GC and Engineer, an estimate of the Cost of the Work for all Scopes of Work with increasing detail and refinement. CM/GC shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and CM/GC agree on a Guaranteed Maximum Price for the particular Scope of Work. The estimate shall be provided for the Engineer's review and the Owner's approval. CM/GC shall inform the Owner and Engineer in the event that the estimate of the Cost of the Work for any Scope of Work exceeds the latest approved Project budget and make recommendations for corrective action.

**§ 3.1.6.3** If the Engineer is reviewing cost estimating services, and a discrepancy exists between CM/GC's cost estimates and the Owner's cost estimates, CM/GC and the Engineer and Owner shall work together to reconcile the cost estimates.

**§ 3.1.6.4** In between the milestone estimates referenced in Section 3.1.6.2 above and during all phases of design, CM/GC shall provide continuous monitoring of the design as it progresses and any potential impacts on existing estimates. CM/GC shall participate in weekly meetings with the Owner and design team and provide estimate updates in a timely manner on any design decisions that might have an impact on the overall estimate of the Cost of the Work for the Project.

**§ 3.1.7** As the Engineer progresses with the preparation of the Schematic Design, Design Development and Construction Documents, CM/GC shall consult with the Owner and Engineer and make recommendations regarding constructability and schedules, for the Engineer's review and the Owner's approval.

**§ 3.1.8** CM/GC shall provide recommendations and information to the Owner and Engineer regarding equipment, materials, services, and temporary Project facilities.

**§ 3.1.9** CM/GC shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

### **§ 3.1.10 Procurement**

CM/GC shall prepare, for the Engineer's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. CM/GC shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, CM/GC shall procure all such items using a Letter of Authorization set forth in **Exhibit N**.

### § 3.1.11 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by CM/GC, or reference an exhibit attached to this document.

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

### § 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and CM/GC, CM/GC shall prepare a Guaranteed Maximum Price proposal for the Owner's and Engineer's review, and the Owner's acceptance. The Guaranteed Maximum Price shall be the sum of CM/GC's estimate of the Cost of the Work, CM/GC's contingency described in Section 3.2.4, and CM/GC's Fee described in Section 6.2.1.2. Submission by CM/GC to the Owner of a Guaranteed Maximum Price Proposal is a representation that CM/GC has reviewed the Contract Documents and field conditions as set forth in AIA Document A201-2017 Section 3.2, as revised.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price shall include the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom and from CM/GC's involvement in preconstruction services for the Project. As set forth in this Agreement, the Project has been identified to be delivered in two distinct project phases, Project 1 and Project 2. Each shall have its own GMP proposal and separately-executed GMP Amendment (for Project 1 and for Project 2). All provisions of this Agreement apply to each GMP proposal, negotiation, and Amendment for both Project 1 and Project 2. Owner reserves all rights afforded under this Agreement for each GMP proposal and negotiation—for Project 1 and Project 2—including its right to reject any such proposal under §3.2.9 and associated options.

§ 3.2.3 CM/GC shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by CM/GC in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2 identified as **Exhibit H**;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including schedules of allowances and alternates; the Construction Contingency; and CM/GC's Fee. The Guaranteed Maximum Price takes into consideration the risk of fluctuation in equipment, material, and labor prices during the Contract Time;
- .4 A list of all Work CM/GC plans to self-perform;
- .5 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based;
- .6 Any and all costs authorized and incurred by signed Letters of Authorization by Owner preceding the execution date GMP Amendment, are to be included in the Guaranteed Maximum Price.
- .7 A list of all inspections and certifications required by applicable law or by the Authorities Having Jurisdiction to be procured and paid for by Owner, along with the anticipated costs of such inspections.
- .8 Site Contamination Protocol, if any; and
- .9 A date by which the Owner must accept the Guaranteed Maximum Price which can be no less than 30 days after submission by CM/GC.

§ 3.2.4 In preparing CM/GC's Guaranteed Maximum Price proposal, CM/GC shall include a contingency for CM/GC's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order (the "Construction Contingency"). The Construction Contingency shall be negotiated at GMP. The Construction Contingency is an amount to cover unforeseen conditions and events not apparent as of the date of the establishment of the Guaranteed Maximum Price by Owner and CM/GC. CM/GC will obtain Owner's approval prior to billing against the Construction Contingency (or any part thereof) and will supply Owner with detailed information relative to such proposed billing. Owner's approval will be issued in writing and provided at the Owner's discretion. Requests for the use of the contingency shall be submitted in writing by CM/GC within thirty (30) days of the event which caused such Cost of Work to be incurred, or as soon as the need is apparent. CM/GC's Contingency shall not be used for payment of Changes to the Work that the Owner would otherwise be obligated to pay pursuant to this Agreement. The balance of the Construction

Contingency which has not been expended for the Project according to the procedures set forth herein shall be refunded entirely to the benefit of the Owner, upon final invoicing. CM/GC shall also provide the Engineer and Owner documented status of the contingency amount on a monthly basis with each payment application.

**§ 3.2.5** CM/GC shall meet with the Owner and Engineer to review the Guaranteed Maximum Price proposal. In the event that the Owner or Engineer discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify CM/GC, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

**§ 3.2.6** If the Owner notifies CM/GC that the Owner has accepted the Guaranteed Maximum Price proposal, as may be amended by CM/GC, in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from CM/GC. Following acceptance of a Guaranteed Maximum Price, the Owner and CM/GC shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Engineer.

**§ 3.2.7** CM/GC shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs and a Letter of Authorization is executed in the form set forth in **Exhibit N**.

**§ 3.2.8** Execution of the GMP Amendment by CM/GC is a representation that CM/GC believes the Design-Build Documents are sufficient to have enabled CM/GC to determine the Cost of the Work therein, to enter into the GMP Amendment, and to accomplish the Work for an amount not in excess of the Guaranteed Maximum Price within the Contract Time provided for in the Contract Documents. CM/GC further represents and warrants that prior to execution of this Agreement and the GMP Amendment it has visited and examined the Project site, examined all readily ascertainable physical, legal, and other conditions affecting the Work and is fully familiar with all of the conditions thereon affecting the same, including (1) the nature, location and character of the Project site, including all readily visible structures and obstructions thereon, both natural and man-made; (2) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame required by the Contract Documents. THE FAILURE OF CM/GC TO FULLY ACQUAINT ITSELF WITH ANY PROVISION OF THE CONTRACT DOCUMENTS OR OTHER MATTER SHALL NOT IN ANY WAY RELIEVE IT FROM THE RESPONSIBILITY FOR PERFORMING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND WITHIN THE CONTRACT SUM AND THE CONTRACT TIME AS PROVIDED FOR IN THE CONTRACT DOCUMENTS.

### **§ 3.2.9 Failure to Accept the GMP Proposal**

**§ 3.2.9.1** If the Owner rejects the GMP Proposal, or fails to notify CM/GC in writing on or before the date specified in the GMP Proposal that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, the Owner shall have the following options:

- .1** The Owner may suggest modifications to the GMP Proposal; whereupon, if such modifications are accepted in writing by CM/GC, the GMP Proposal shall be deemed accepted and the parties shall execute a GMP Amendment to this Agreement incorporating the GMP Proposal as modified, as set forth in Section 3.2.6;
- .2** The Owner may authorize CM/GC to continue to proceed with the Work on the basis of reimbursement for time and materials without a Guaranteed Maximum Price, in which case all references in this Agreement to Guaranteed Maximum Price shall not be applicable; or
- .3** The Owner may terminate this Agreement in accordance with Section 14.1.1; in no event shall CM/GC be entitled to lost profit or Fee on Work not performed.

**§ 3.2.9.2** If the Owner fails to exercise any of the above options within 60-days of the date specified in the GMP Proposal, CM/GC shall have the right to: (i) continue with the Work as if Owner had elected to proceed in accordance with Section 3.2.9.2 above, and be paid by Owner accordingly after proper notice as set forth in this Section, unless and until the Owner notifies it in writing to stop the Work; or (ii) suspend performance of the Work in accordance with AIA Document A201-2017, Section 14.3. Before incurring any costs for Work not previously authorized in writing by the Owner through an LOA or a Limited Notice to Proceed, CM/GC shall provide the Owner with 10 days' prior written notice that Work will be performed outside of an approved LOA or notice to

proceed and subject to this Section 3.2.9.2(i). CM/GC shall provide at least 30 days' prior notice of any intent to suspend performance of the Work.

### **§ 3.3 Construction Phase**

#### **§ 3.3.1 General**

**§ 3.3.1.1** For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase for a particular Scope of Work.

**§ 3.3.1.2** The Construction Phase shall commence upon the Owner's execution a full Notice to Proceed, in the form attached as **Exhibit E**, after execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal and issuance of a full Notice to Proceed, by written agreement of the parties in the form of a Letter of Authorization or Limited Notice to Proceed. The written agreement shall set forth a description of the Work to be performed by CM/GC. A Limited Notice to Proceed as used in this Agreement is a notice to proceed issued by the Owner that does not provide authorization for all of the Work under this Agreement. A Limited Notice to Proceed may be issued prior to or after execution of the GMP Amendment.

**§ 3.3.1.3** CM/GC's Key Project personnel shall be Amy Jenne [Construction Manager/Project Manager], Taylor von Olhausen [Project Engineer/Scheduler], Cory Bond [Superintendent], Payten Collins [Safety Manager] or other individuals as approved by the Owner CM/GC shall cause CM/GC's representative to be on the Project site at all times when Work is being performed and shall authorize CM/GC's representative to receive and act on CM/GC's behalf upon instructions from the Owner given pursuant to the Contract Documents. Notice from the Owner or the Engineer to CM/GC's representative in connection with defective Work, or instructions for performance of the Work, shall be deemed notice of such issues to CM/GC. Key project personnel to match RFQ requirements.

**§ 3.3.1.3.1** CM/GC agrees that its Project team shall be of the highest capabilities, and CM/GC shall staff the Project with capable employees to whom Owner has no reasonable objection for the duration of the Project, including through all punch list work and Final Completion. CM/GC shall endeavor to maintain the continuity of the Key Personnel and, to the extent within CM/GC's reasonable control, CM/GC shall not change or remove Key Personnel until Final Completion without the written approval of the Owner

#### **§ 3.3.2 Administration**

**§ 3.3.2.1** CM/GC shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. CM/GC shall prepare and promptly distribute minutes of the meetings to the Owner and Engineer.

**§ 3.3.2.2** Upon the execution of the Guaranteed Maximum Price Amendment, CM/GC shall prepare and submit to the Owner and Engineer a construction schedule for the Work and a submittal schedule in accordance with A201–2017.

#### **§ 3.3.3 Monthly Report**

CM/GC shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, CM/GC shall submit written progress reports to the Owner and Engineer, showing percentages of completion and other information required by the Owner including, but not limited to, status of cost/budget, schedule, and any other outstanding issues requiring resolution. CM/GC shall maintain a daily log containing a record of weather, hours of all workers, Subcontractors working on the site, number of workers, their workers, Work accomplished, problems encountered, and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Engineer. CM/GC shall prepare, circulate, and maintain weekly meeting minutes, including 3-week look-ahead schedules, in addition to separate logs for Requests for Information (RFIs), Submittals, Change Orders, contingency use, buyout, critical delivery tracking, and permit tracking.

#### **§ 3.3.4 Cost Control**

CM/GC shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. CM/GC shall identify variances between actual and estimated costs and report the variances to the Owner and Engineer, and shall provide this information in its monthly reports to the Owner and Engineer, in accordance with the Contract Documents. Reporting of variances is for accounting purposes only and shall not constitute a Notice of Claim.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

### § 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 The Owner shall establish and periodically update the Owner's budget for the entire Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, (3) Owner's budget for different scopes of work, and (4) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify CM/GC and Engineer. The Owner and the Engineer, in consultation with CM/GC, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.3 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase and if applicable, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to CM/GC's performance of the Work with reasonable promptness after receiving CM/GC's written request for such information or services. CM/GC shall be entitled to reasonably rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.3.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.3.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.3.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to CM/GC's performance of the Work with reasonable promptness after receiving CM/GC's written request for such information or services.

### § 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of CM/GC. Except as otherwise provided in Section 4.2.1 of A201-2017, the Engineer does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

## ARTICLE 5 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 5.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

[ X ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner as set forth in Section 4.1.1.

[ « » ] Established as follows:

§ 5.2 The Contract Time shall be measured from the date of commencement of the Construction Phase Work.

### § 5.3 Substantial Completion

§ 5.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, CM/GC shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

[ « » ] Not later than « » calendar days from the date of commencement of the Work. Estimated Substantial Completion of the Work:

[ « X » ] By the following date: **To be established in the GMP Amendment**

§ 5.3.2 If CM/GC fails to achieve Substantial Completion of Final Completion as provided in this Section 5.3, liquidated damages, if any, shall be assessed as set forth in Section 6.2.1.6.

§ 5.3.3 CM/GC shall achieve Final Completion within thirty (30) days of the Substantial Completion Date established in the GMP Amendment, subject to adjustments of the Contract Time as provided in the Contract Documents, unless otherwise set forth in the Agreement.

## ARTICLE 6 COMPENSATION AND PAYMENTS

### § 6.1 Compensation for Preconstruction Phase Services

§ 6.1.1 For CM/GC's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate CM/GC as follows:

*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

Time and materials to a Not to Exceed amount of \$454,901.99

§ 6.1.2 The allowable billing rates for Preconstruction Phase services of CM/GC and CM/GC's Consultants and Subcontractors are set forth in **Exhibit B** (Preconstruction Costs and Rates).

### § 6.1.3 Payments for Preconstruction Phase Services

§ 6.1.3.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 6.1.3.2 Payments are due and payable within thirty (30) days after receipt of CM/GC's invoice.

### § 6.2 Compensation for Construction Phase Services and Work

#### § 6.2.1 Contract Sum

§ 6.2.1.1 The Owner shall pay CM/GC the Contract Sum in current funds for CM/GC's performance of the Contract after execution of the Guaranteed Maximum Price Amendment or for the performance of any Construction Phase Work provided pursuant to a Letter of Authorization or early work/limited Notice to Proceed. The Contract Sum is the Cost of the Work as defined in Article 7 plus CM/GC's Fee.

#### § 6.2.1.2 CM/GC's Fee:

§ 6.2.1.2.1 CM/GC's Fee shall be negotiated at GMP.. The CM/GC's Fee is expressly understood to include, but is not limited to, any and all home office costs and overhead, margins, profit, and economic impact associated with the Project and Work.

§ 6.2.1.2.2 There shall be no CM/GC's Fee or mark-up paid on the value of Work attributable to errors, omissions, or fault of CM/GC.

§ 6.2.1.2.3 All self-performed Work must be agreed upon in advance and in writing by Owner. Unless specifically agreed in advance and in writing by Owner, amounts for overhead and profit on Work self-performed by CM/GC may not exceed CM/GC's Fee percentage set forth in this Section. All self-performed Work will be billed at actual labor rates as provided in **Exhibit O**, Cost of the Work. Should the Owner agree to allow CM/GC to self-perform

Work, at its discretion Owner may require CM/GC to provide sealed bids to be returned to Owner for scopes of work.

**§ 6.2.1.3** The method of adjustment of CM/GC's Fee for changes in the Work:

CM/GC's Fee on Change Orders shall applied to both additive and deductive Change Orders. CM/GC's Fee is expressly understood to include, but is not limited to, any and all home office costs and overhead, margins, profit, and economic impact (for itself and its Subcontractors) associated with the changed Work.

In calculating equitable adjustments for changes in the Work, no adjustment shall be included for CM/GC or Subcontractor indirect "general conditions" costs unless there is a change in the Contract Time, or a substantial change in the Schedule for the Work, or CM/GC or Subcontractor reasonably demonstrates to the Owner it will incur additional or less indirect general conditions costs as a result of the change.

**§ 6.2.1.4** Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Fee for each Subcontractor(s) and sub-tier Subcontractor(s) shall not exceed 15% and 20% in aggregate, without prior written approval by Owner.

**§ 6.2.1.5** Rental rates for CM/GC-owned equipment are set forth in **Exhibit I** and, in no instance and under no circumstances, shall such rates charged to Owner exceed **sixty** percent (**60** %) of the standard rental rate paid at the place of the Project.

**§ 6.2.1.6** Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

**§ 6.2.1.6.1** The parties agree that (a) Owner will be damaged if CM/GC does not achieve Substantial Completion of the entire Work within the period of time set forth herein this Agreement for Substantial Completion, (b) such damages will be difficult to ascertain, and (c) the amounts set forth below are a reasonable approximation of the damages that Owner would sustain if Substantial Completion is delayed. The sums described below are: (1) liquidated damages and not a penalty, and (2) agreed to in order to avoid costly and lengthy litigation which would otherwise be required. The Owner may deduct all damages due it under this Section from any unpaid amounts then or thereafter due to CM/GC under this Agreement. Any damages over and above unpaid amounts, and not so deducted, shall be payable by CM/GC to Owner upon Owner's demand. The liquidated damages provision herein is intended to be in addition to every other remedy enforceable at law, equity, or under this Contract, including without limitation the right to collect actual damages in any case where liquidated damages are unenforceable or otherwise unavailable. Liquidated damages are not for preconstruction services, and as such will be calculated and incorporated via the GMP Amendment. This Section shall survive termination of this Agreement.

**§ 6.2.1.6.2** If CM/GC does not achieve Substantial Completion of the Project 1 and/or Project 2 within the period of time set forth in this Agreement for Substantial Completion of each, liquidated damages will accrue as negotiated at GMP.

**§ 6.2.1.6.3** CM/GC understands that if Final Completion for a particular Scope of Work is not achieved within sixty (60) days of the Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. CM/GC agrees that if Final Completion is not achieved within sixty (60) days of Substantial Completion, CM/GC shall pay to Owner a fee negotiated at GMP

**§ 6.2.1.6.4** Such liquidated damages are not a penalty but are the Owner's remedy for CM/GC-caused delay, which may be difficult to precisely calculate, which include but are not limited to: (a) additional carry costs, including interest and internal cost of funds, (b) loss of rents or revenues, (c) loss of prospective tenants or buyers of the buildings/units which are to be constructed pursuant to this Agreement, (d) claims for damages due to breaches of the leases or other agreements because of failure to deliver the premises within the time periods stated in the leases, and (e) additional costs and commissions as a result of delay (collectively, the "Owner's Additional Costs"). CM/GC acknowledges that Owner's Additional Costs will increase exponentially the longer the period of delay.

**§ 6.2.1.6.5** For purposes of assessment of liquidated damages under this Section, CM/GC will be considered to have achieved Substantial Completion of the entire Project upon the occurrence of both of the following: (1) the later of Engineer's issuance of a Certificate of Substantial Completion for the entire Project or issuance of a Temporary Certificate of Occupancy for the entire Project by the appropriate authority having jurisdiction; and (2) when the total cost of the punch list items needed to be completed or corrected prior to final payment, is equal to or less than \$50,000.

**§ 6.2.1.7** Other:

*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

### **§ 6.3 Guaranteed Maximum Price**

**§ 6.3.1** The Contract Sum is guaranteed by CM/GC not to exceed that amount established by the GMP Amendment, all of which will be included in, and become part of, the Guaranteed Maximum Price, subject to additions and deductions by later Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by CM/GC without reimbursement by the Owner. Should Owner and CM/GC be unable to mutually agree upon the Guaranteed Maximum Price by Change Order, Owner shall have the right to terminate for convenience pursuant to Section 14.4 of the modified A201-2017, General Conditions of the Contract for Construction, but payment for Work executed and services provided shall be limited to the actual costs as allowed under this Agreement plus CM/GC's Fee.

**§ 6.3.2** Any and all costs authorized and actually incurred by signed Letters of Authorization by Owner preceding the execution date of this Agreement, including preconstruction services, are to be included in the Guaranteed Maximum Price. Preconstruction services shall be billed with the first construction progress pay CM/GC become aware of cost saving opportunities during the performance of the Work, CM/GC shall so advise the Owner in writing in order to provide the Owner the option to minimize the final Cost of the Work. Examples include, but are not limited to, vehicles, equipment, or tools purchase versus rental, resale of structural preload materials, or surplus or recyclable consumable materials or supplies.

**§ 6.3.3** The Guaranteed Maximum Price includes a construction contingency to be negotiated at GMP, which is for the CM/GC's use in addressing unanticipated Costs of the Work within the scope of the CM/GC's responsibility ("Construction Contingency"). The CM/GC may, upon prior written authorization by the Owner before incurring the cost or performing the Work, apply an amount up to the Construction Contingency towards cost overruns, circumstances in which actual cost of an item exceeds the amount allocated to such item in the Guaranteed Maximum Price, warranty costs prior to final completion, and all costs allowed by this Agreement. The CM/GC shall provide the Owner with monthly accounting of the Construction Contingency. Documentation for contingency expenditures shall be separate from Change Order documentation. The expensing of Construction Contingency budget funds does not alter the Guaranteed Maximum Price. Any unused Construction Contingency funds shall be credited to the Owner in the form of a reduction to the Contract Sum and Guaranteed Maximum Price.

**§ 6.3.4 Alternates.** Alternates, if any, included in the Guaranteed Maximum Price shall be listed in the GMP Amendment. Upon acceptance of an Alternate, the Owner shall issue a Modification to this Agreement.

**§ 6.3.5 Allowances.** Allowances, if any, included in the Guaranteed Maximum Price shall be listed in the GMP Amendment and shall clearly indicate whether they are for labor, material, or both. Underruns and overages on allowance items shall not be commingled. If the actual cost of an allowance item is different than the allowance, the difference shall be reflected by Change Order to the Contract Sum and Guaranteed Maximum Price.

**§ 6.3.6 Assumptions.** Assumptions, if any, upon which the Guaranteed Maximum Price is based will all be set forth in the GMP Amendment.

**§ 6.3.7 Letters of Authorization.** Any and all costs authorized and actually incurred by signed Letters of Authorization by Owner preceding the execution date of this Agreement, including preconstruction services, are to be included in the Guaranteed Maximum Price.

### **§ 6.3.8 Review and Adjustment to the Guaranteed Maximum Price After Subcontractor Buyout**

Within ninety (90) days execution of the Guaranteed Maximum Price Agreement for a particular Scope of Work, CM/GC shall confirm and buyout all major Subcontractors and Suppliers ("Subcontractor Buyout"). During this period, as CM/GC enters into written subcontracts for the Work with fixed pricing terms, CM/GC shall prepare and maintain a Buyout Log on a line item basis that (a) identifies the specific scope of Work and CM/GC or Subcontractor or Supplier in each line item for which the pricing has been fixed, (b) the amount of such pricing, (c) the scope, (d) estimated cost of the Work for line items that are not yet fixed by written agreement, and (e) any savings or overages *from the* Guaranteed Maximum Price. To the extent that the fixed Cost of the Work for a specific line item is less than the estimated cost of the work in the Guaranteed Maximum Price, such line item shall be decreased to account for the difference in the Subcontractor Buyout. To the extent that the fixed Cost of the Work is greater than the estimated Cost of the Work for a respective line item, such line item shall be increased by such amount, if available, from an established "savings" from another line item. Any savings from buyout after adjusting all such line items at the end of the period for Subcontractor Buyout shall be transferred as follows: 50% to reduce the overall GMP and 50% transferred to the Construction Contingency. To the extent there are no savings at the end of the period for Subcontractor Buyout, CM/GC may transfer from the Construction Contingency to "true up" the line items. Increases in excess of the Construction Contingency shall be borne by CM/GC. CM/GC shall provide an updated Schedule of Values, in the form as attached at **Exhibit K**, showing the reduction or increase in each line item of the Schedule of Values, and shall provide an updated Contingency Transfer Log showing the changes set forth in this Section.

**§ 6.3.9 Issued for Construction (IFC) Amendment.** The parties understand that the GMP may be established prior to issuance of the Issued for Construction set of Construction Documents (IFC Set). Within fifteen (15) days of receipt of the IFC Set, CM/GC shall inform the Owner of any changes in the IFC Set that it believes were not reasonably inferable from the Contract Documents as of the date the GMP Amendment was executed. CM/GC's failure to so notify the Owner within such time period is waiver of any claims, costs, or Change Orders arising out of the issuance of the IFC Set. After receipt of any notice required under this Section, Owner and CM/GC shall meet to discuss the changes in the IFC Set. Owner and CM/GC may amend any GMP to include changes set forth in the IFC Set. The GMP as amended after issuance of the IFC Set (if applicable) shall include costs reasonably inferable from the Contract Documents as established by the IFC Set.

#### **§ 6.4 Changes in the Work**

**§ 6.4.1** The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. CM/GC may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

**§ 6.3.1.1** The Engineer may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction, as revised.

**§ 6.4.2** Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201™–2017, General Conditions of the Contract for Construction, as revised.

**§ 6.4.3** Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as revised, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

**§ 6.4.4** In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean CM/GC's Fee as defined in Section 6.2.1.2 of this Agreement.

**§ 6.4.5** In no event shall CM/GC receive any payment or compensation which would cause the Guaranteed Maximum Price to be exceeded nor shall CM/GC be entitled to receive any compensation for extra Work, whether partially or fully completed or simply proposed, unless such additional Work is authorized by a written Change Order or Construction Change Directive signed by the Owner. CM/GC waives the right to receive any additional compensation for extra Work which is not authorized by Change Order signed by CM/GC and the Owner or Construction Change Directive or Unilateral Change Order signed by the Owner. This Section does not preclude CM/GC from filing a claim for changed or differing conditions to the extent expressly allowed under other provisions of this Agreement.

## ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

### § 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean the net costs necessarily incurred by CM/GC in the proper performance of the Work. The Cost of the Work shall include only those items set forth in this Article 7 and in **Exhibit O**, Cost of the Work.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, CM/GC shall obtain such approval in writing prior to incurring the cost this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing any Guaranteed Maximum Price Amendment.

§ 7.1.3 Throughout the performance of the Work, CM/GC will seek to identify and work with the Engineer, Owner, and Owner's Representative (if any) in implementing cost savings opportunities to reduce the Cost of Work.

### § 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the CM/GC to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops. All labor costs shall be based on standard rates. Preconstruction labor rates are set forth in **Exhibit B**.

§ 7.2.1.1 It is the intent of the parties that neither wages nor labor burden of construction workers will include a mark-up, or an adder, for small tools or consumable supplies or any other non-labor related element of cost. The parties agree that those costs are to be directly charged to the Project at actual cost or as provided in Articles 7 and 8 of this Agreement, which shall be the same for Work under any Change Order. CM/GC shall not authorize any overtime, whether of its own workers or of its Subcontractors of any tier and their workers, without the prior written consent of the Owner. Such overtime will not increase the CM/GC's Fee under this Agreement without Owner's prior written approval. The CM/GC shall include a comparable provision in its subcontracts with its Subcontractors.

§ 7.2.2 Wages or salaries of the CM/GC's supervisory and administrative personnel when stationed at the site (or for supervisory personnel as a result of social distancing at the home office or employee's home) and performing Work, with the Owner's prior approval, and only for that portion of the time required for the Work.

§ 7.2.3 Wages or salaries of the CM/GC's supervisory or administrative personnel engaged at any location, including in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the CM/GC, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 Costs for vacations, holidays, and sick leave shall be prorated to the Cost of the Work of this Project based on the time spent by each person on this Project as opposed to other projects as part of CM/GC's fully burdened rates set forth in **Exhibits P**.

§ 7.2.6 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

### § 7.3 Subcontract Costs

Payments made by CM/GC to Subcontractors in accordance with the requirements of the subcontracts, but in no event shall markup on Subcontractors' and sub-Subcontractors' changed work exceed fifteen percent (15%) or an aggregate of twenty percent (20%). Any aggregate markup on Subcontractor's and sub-Subcontractors' changed work that exceed such amount shall not be considered a Cost of the Work and shall not be paid for or reimbursed by Owner. Self-performed work is subject to fees and mark-ups noted in Section 6.2.1.2.3.

### § 7.4 Costs of Other Materials and Equipment, Temporary Facilities, and Related Items

CM/GC's owned equipment costs shall be set forth in **Exhibit I**. Each item on **Exhibit I** shall include adequate identifying information, such as use, manufacturer, make, model, dimensions/length, blade size, capacity, fuel

usage, horse power, voltage/amperage, weight, and any other information set forth in **Exhibit I**, such that accurate identification can be determined. These descriptors shall match Contractor's owned equipment rental log. Repair and/or maintenance of CM/GC's equipment are/is not intended to restore CM/GC's equipment to a condition better than it was when it initially came to the Project.

### **§ 7.5 Miscellaneous Costs**

**§ 7.5.1** For Preconstruction Services, any submitted insurance policy, or certificate of insurance will name the City, J-U-B Engineers, Inc. and its subconsultants, if applicable, as named insureds, where appropriate, and such insurance policy or certificates of insurance will be always kept and maintained in full force and effect during the term described in future Contract Provisions. The insurance policy or certificate of insurance must be filed with the City prior to commencing work under this contract and no insurer will cancel the policy or policies or certificate of insurance without first giving thirty (30) days written notice thereof to the CM/GC and City, but the CM/GC may, at any time, substitute a policy or policies or certificate of insurance of a qualified insurance company or companies of equal coverage for the policy or policies or certificate then on file with City.

- .1** Commercial General Liability: \$3,000,000 minimum limit per occurrence for bodily injury, personal injury and property damage combined, provided that policy aggregates, if any, shall apply separately to claims occurring with respect to the Work. The aggregate limits, if any, shall apply separately to each annual policy period.
- .2** Automobile Liability: \$1,000,000 per occurrence. "Any Auto" coverage is required.
- .3** Workers' Compensation and Employers Liability: Workers' Compensation statutory limits with an employee liability of \$1,000,000.
- .4** Professional Liability: \$2,000,000 per occurrence.

Any additional insurance provided by CM/GC for the Work shall be included and incorporated into the GMP Amendment.

**§ 7.5.1.1** CM/GC may be required to procure and maintain a subcontractor-default insurance policy covering all subcontractors. If Owner requires CM/GC to procure such a policy, this scope shall be set for in the GMP Amendment and the policy shall include a Financial Interest Endorsement in favor of the Owner. The premium for such insurance coverage shall not exceed the actual cost charged to CM/GC and shall be added as a separate line item in the Schedule of Values and included in each pay request/application for all of the subcontracted work in that pay period. CM/GC shall be responsible for payment of the deductible, if any, which shall not be a Cost of the Work. No CM/GC Fee shall be paid on such cost. Any deductible under such subcontractor-default insurance policy shall not exceed \$50,000, without prior written approval of the Owner prior to execution of the GMP. No CM/GC Fee shall be paid on such insurance costs.

**§ 7.5.1.3** Should CM/GC or any Subcontractor tender a retainage bond in lieu of retainage, any such Retainage Bond shall not be considered a Cost of the Work and the costs associated with any such bond shall be borne solely by CM/GC and/or Subcontractor. CM/GC shall require any such Subcontractor requesting a retainage bond to separately list the cost of such bond from its bid to ensure such costs are excluded.

**§ 7.5.2** Use or similar taxes imposed by a governmental authority, that are related to the Work and for which CM/GC is liable. See Section 3.6 of AIA Document A201-2017, as revised

### **§ 7.6 Related Party Transactions**

**§ 7.6.1** For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, CM/GC; (2) any entity in which any stockholder in, or management employee of, CM/GC holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of CM/GC; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of CM/GC.

**§ 7.6.2** If any of the costs to be reimbursed arise from a transaction between CM/GC and a related party, CM/GC shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and CM/GC shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction

in writing, CM/GC shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

## **ARTICLE 8 COSTS NOT TO BE REIMBURSED**

§ 8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of CM/GC's personnel stationed at CM/GC's principal office or offices other than the site office, except as specifically provided in Article 7 or **Exhibit O**, or as may be provided in Article 15;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by CM/GC or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of CM/GC's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article 7;
- .5 CM/GC's capital expenses, including interest on CM/GC's capital employed for the Work;
- .6 Costs due to the default, negligence, or failure of the Contractor, Subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, or failure to fulfill a responsibility of the Contract Documents;
- .7 Any cost not specifically and expressly described in Article 7 or otherwise specifically excluded from reimbursement under the terms of the Contract Documents;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs associated with CM/GC or Subcontractor procuring a Retainage Bond;
- .10 Food or entertainment, unless specifically agreed to in writing by Owner; and
- .11 Costs for services incurred during the Preconstruction Phase.

In no event shall the Cost of the Work include the cost of any item more than once.

## **ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS**

§ 9.1 CM/GC shall provide Owner with seven (7) days' prior written notice of any potential discounts, rebates, or refunds and an opportunity to furnish funds necessary to obtain the same. Cash discounts, rebates, and refunds obtained on payments made by CM/GC shall accrue to the Owner if (1) before making the payment, CM/GC included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with CM/GC with which to make payments; otherwise, cash discounts shall accrue to CM/GC. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and CM/GC shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## **ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS**

§ 10.1 Those portions of the Work that CM/GC does not customarily perform with CM/GC's own personnel shall be performed under subcontracts or by other appropriate agreements with CM/GC. The Owner may designate specific persons from whom, or entities from which, CM/GC shall obtain bids. For Work exceeding \$250,000 in value and where possible, CM/GC shall obtain bids from at least three (3) qualified Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents, unless otherwise agreed to by the Owner. CM/GC shall deliver such bids to the Engineer and Owner with an indication as to which bids CM/GC intends to accept. In addition, CM/GC shall provide a detailed bid analysis and bid comparison from each trade in excess of \$250,000. The Owner then has the right to review CM/GC's list of proposed subcontractors and suppliers in consultation with the Engineer and, subject to Section 9.1.1, to object to any subcontractor or supplier. CM/GC shall not execute any agreements with Subcontractors or suppliers of material or equipment prior to receiving written approval from Owner that CM/GC has been released to buy out the work and execute agreements with Subcontractors and suppliers of material or equipment. Any advice of the Engineer, or approval or objection by the Owner, shall not relieve CM/GC of its responsibility to perform the Work in accordance with the Contract Documents.

§ 10.1.1 Bids shall only be obtained from companies pre-qualified by CM/GC to ensure the company is financially responsible, has successfully completed equivalent work for others in a quality manner, and has adequate resources and staff. CM/GC will provide to Owner a monthly buyout log of subcontracts. The Owner shall then determine,

with the advice of CM/GC and Engineer, which bids will be accepted. Any advice of the Engineer, or approval or objection by the Owner, shall not relieve CM/GC of its responsibility to perform the Work in accordance with the Contract Documents. CM/GC shall not be required to contract with anyone to whom CM/GC has reasonable objection, provided CM/GC objects in writing within seven (7) days.

**§ 10.1.2** Relative to the Owner's receipt of the bid analysis spreadsheets, as described in in this Section, it shall be understood that the Owner will not have responsibility to review or respond to any of the technical aspects of the bids or bidders qualifications, or determine whether all bids are complete and in compliance with the Contract Documents. The Owner is relying exclusively on CM/GC's expertise in such review and analysis, and filling holes, coordination of bids with other trades, and establishing the GMP. Under no circumstance shall any Owner relieve CM/GC of obligations under the Contract Documents.

**§ 10.1.3** CM/GC shall notify Owner if it intends to self-perform any Work and obtain prior written consent in accordance with this Agreement. CM/GC shall bid all Work prior to self-performing any Work if such Work is not customarily performed with CM/GC's own personnel. Should the Owner agree to allow CM/GC to self-perform Work, at its discretion Owner may require CM/GC to provide sealed bids to be returned to Owner for scopes of work. Self-performed work is subject to the fees and markup noted in this Agreement.

**§ 10.1.4** When a specific subcontractor or supplier (1) is recommended to the Owner by CM/GC; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then CM/GC may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by CM/GC and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

**§ 10.2** Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, CM/GC shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to CM/GC in Article 11.

## **ARTICLE 11 ACCOUNTING RECORDS**

CM/GC shall keep full and detailed records concerning all aspects of the Work and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, CM/GC's project records and accounts, including, but not limited to, complete documentation supporting accounting entries, books, job cost reports, correspondence, e-mails, photos, schedules, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract and the Work. CM/GC shall be required to provide job cost transaction detail in a form compatible with Microsoft Excel. CM/GC shall preserve these records for a period of three (3) years after final payment, or for such longer period as may be required by law. Additionally, at any time during this Agreement or up to one (1) year following termination or completion of this Agreement, Owner may request copies of any portion of CM/GC's financial books and records pertaining to the Project and/or elect to conduct an audit of such books and records. All such books and records of CM/GC must be made available for inspection and copying by Owner at an office of CM/GC within ten (10) miles of the Project and will be subject to audit examination by the Project auditor designated by Owner. The cost of the audit will be paid for by Owner unless the audit reveals an overpayment by Owner of more than one-half percent (0.5%) in the reported Cost of Work, in which case CM/GC will pay for all costs associated with the audit. In the event CM/GC submits a Claim under the terms of this Agreement and the Owner requests an audit in response to such Claim, should CM/GC fail to provide the information set forth in this Section within thirty (30) days' of Owner's request, CM/GC's failure shall result in a complete waiver and release of any claimed amount for costs for which back-up documentation was not provided.

## **ARTICLE 12 PAYMENTS**

### **§ 12.1 Progress Payments**

**§ 12.1.1** Based upon Applications for Payment submitted to the Engineer by CM/GC, and Certificates for Payment, the Owner shall make progress payments on account of the Contract Sum to CM/GC as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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§ 12.1.3 Provided that a draft Application for Payment with substantiation is received by the Owner not later than the 25th day of a month and a complete Final and approved Application for Payment is received by the Owner not later than the last day of a month, the Owner shall make payment of the amount certified to CM/GC not later than the last day of the next month. If a final, approved Application for Payment is received by the Engineer after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment.

§ 12.1.4 With each Application for Payment, CM/GC shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Owner's Landlord, Engineer or Owner's lender to demonstrate that payments already made by CM/GC on account of the Cost of the Work equal or exceed progress payments already received by CM/GC, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to CM/GC's Fee. Each Application for Payment shall be accompanied by CM/GC's Interim Lien/Claim Waiver. The Interim Lien/Claim Waiver shall be in a form acceptable to Owner and include a Conditional Release for labor, services, equipment, materials furnished and/or claims for which CM/GC is entitled to be paid and an Unconditional Release for the entire amount for which CM/GC has received payment.

§ 12.1.5 Each Application for Payment shall be based on the most recent Schedule of Values submitted by CM/GC in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) CM/GC's Fee (as a single, separate item).

§ 12.1.5.1 The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Engineer or Owner may require. The Schedule of Values shall be used as a basis for reviewing CM/GC's Applications for Payment.

§ 12.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 12.1.5.3 When CM/GC allocates costs from a contingency to another line item in the schedule of values, CM/GC shall submit supporting documentation.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by CM/GC on account of that portion of the Work and for which CM/GC has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the Schedule of Values.

§ 12.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 12.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent Schedule of Values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

- .3 That portion of Construction Change Directives that the Owner determine to be reasonably justified; and
- .4 CM/GC's Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in in this Agreement or, if CM/GC's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 12.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Engineer or Owner has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which CM/GC does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others CM/GC intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Engineer or Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by CM/GC in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 12.1.8.

Following Final Completion, CM/GC shall be paid all retainage along with Owner's final payment, exclusive of sums legitimately withheld.

#### § 12.1.8 Retainage

§ 12.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%)

§ 12.1.8.1 Reduction or limitation of retainage, if any, shall be as follows:

§ 12.1.8.1.1 In accordance with applicable law, release of retention may be granted after receipt of notice from a Subcontractor that all of its work on the Project is fully complete. Any such early release of retention shall only be made after satisfactory completion and acceptance of all of the requesting Subcontractor's work by the Owner, CM/GC, and Engineer, sign-off on all inspections associated with such work, receipt of any approvals from the authority having jurisdiction to the extent required for any associated work, and receipt and acceptance of all required close-out documents specific to the individual scope of work, including certificates of insurance for completed operations and final lien releases. CM/GC shall timely forward any notices from a Subcontractor requesting early release of retention within the time period for a response per applicable law such that the Owner and Engineer can evaluate whether the Subcontractor's work is complete as required in this Section. CM/GC shall be responsible for any interest required to be paid to any Subcontractor associated with the release retainage if such failure to pay results from CM/GC's failure to forward any such notice in order for the Owner in sufficient time for the Owner to respond with the time period required by law.

§ 12.1.8.2 Regardless of any early release of retention, all warranty time periods related to all Subcontractor's Work or Supplier's materials and/or equipment shall not begin until all Work for the entire Project has achieved Substantial Completion, regardless of whether final payment has been made by Owner or CM/GC to such Subcontractor or Supplier. All Subcontractors and Suppliers shall be bound to the provisions of the Contract Documents related to correction of Work prior to Substantial Completion of the entire Project, regardless of whether retention has been released and final payment to that Subcontractor or Supplier made.

§ 12.1.9 Except with the Owner's prior written approval, CM/GC shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 12.1.10 Each Application for Payment shall be accompanied by CM/GC's Interim Lien/Claim Waiver. The Interim Lien/Claim Waiver shall be in a form identical to that shown in **Exhibit J** hereto and include a Conditional Release

for labor, services, equipment, materials furnished and/or claims for which CM/GC is entitled to be paid and an Unconditional Release for the entire amount for which CM/GC has received payment. The Interim Lien/Claim Waiver shall not include any retainage or items furnished after the period covered by the Application for Payment.

§ 12.1.11 Attached to each Application for Payment for Progress Payments shall be the following:

- .1 Schedule of Values coordinated with back-up and the approved Certificate for Payment;
- .2 labor substantiation in the form of an accounting reports with names, weekly hours and dates;
- .3 material substantiation in the form of an actual invoice;
- .4 Subcontractor substantiation in the form of copies of their pay applications;
- .5 retention report showing owed, released, proposed for that current month;
- .6 executed Interim Lien Waiver and Release in a form approved by Owner from CM/GC, as noted above;
- .7 executed Interim Lien Waiver and Releases in a form approved by Owner from each first tier Subcontractors and suppliers, all those sending right to lien notices and any others the Owner may reasonably request;
- .8 updated Schedule;
- .9 buyout log;
- .10 Progress Report with pictures;
- .11 deficiency log;
- .12 cost variance or other documents requested by Owner; and
- .13 detail job cost report.

§ 12.1.12 The Owner and CM/GC shall agree in writing upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, which shall not exceed the amount set forth above, and CM/GC shall execute subcontracts in accordance with those agreements.

§ 12.1.13 In taking action on CM/GC's Applications for Payment the Engineer and/or Owner's Representative shall be entitled to rely on the accuracy and completeness of the information furnished by CM/GC, and such action shall not be deemed to be a representation that the Engineer/Owner's Representative (1) has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) has made exhaustive or continuous on-site inspections; or (3) has made examinations to ascertain how or for what purposes CM/GC has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.1.14 In addition to its other rights of withholding, if CM/GC has not achieved Substantial Completion by the time required, Owner may withhold and retain all further payments until Substantial Completion is achieved.

§ 12.1.15 If Owner obtains construction financing, Pay Application submission and payments date, as well as information and documentation required to be provided by CM/GC, shall be coordinated with the lending requirements of Owner's lender or financing partner, including any required procedures regarding loan draws. CM/GC agrees to be bound by any such procedures and this Agreement shall be deemed to fully incorporate such requirements, which shall supersede any contradictory provisions of this Section 12.1 such that the more stringent condition or longer periods of time shall apply.

## § 12.2 Final Payment

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to CM/GC when

- .1 CM/GC has fully performed the Contract (including but not limited to those items set forth in Section 9.10 of AIA Document A201-2017) and all other closeout requirements, except for CM/GC's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 CM/GC has submitted a final accounting for the Cost of the Work and a final Application for Payment, including final lien releases from itself and all Subcontractor and suppliers;
- .3 CM/GC has completed all requirements and submitted all documentation required by the Contract Documents for close out;
- .4 All warranties, as-built drawings, and operation and maintenance manuals have been completed and delivered to the Owner; and

.5 a final Certificate for Payment has been issued in accordance with Section 12.2.2.2.

**§ 12.2.2** The Owner will review and report in writing on CM/GC's final accounting after delivery of the final accounting by CM/GC, which will occur no later than 45 days after the later of: (a) the date the Owner received a final billing statement from CM/GC, (b) the date that a certificate of occupancy is issued on the Project for all Scopes of Work or if no certificates of occupancy are to be issued, then the date all final inspections have been passed), (c) the date of Final Acceptance, (d) the date the permitting authority allows complete occupancy or use of the Project, or (e) the date CM/GC accepts the final pay quantities. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by CM/GC's final accounting, and provided that the other conditions of Section 12.2.1 have been met, the Engineer will either issue to the Owner a final Certificate for Payment with a copy to CM/GC, or notify CM/GC and Owner in writing of the reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Engineer is not responsible for verifying the accuracy of CM/GC's final accounting.

**§ 12.2.2.1** If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Engineer.

**§ 12.2.2.2** Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Engineer will either issue to the Owner a final Certificate for Payment with a copy to CM/GC, or notify CM/GC and Owner in writing of the reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Engineer is not responsible for verifying the accuracy of CM/GC's final accounting.

**§ 12.2.3** If the Owner's audit concludes that the Cost of the Work, as substantiated by CM/GC's final accounting, is less than claimed by CM/GC, CM/GC shall be entitled to request mediation of the disputed amount pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by CM/GC within 30 days after CM/GC's receipt of a copy of the final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on CM/GC. Pending a final resolution of the disputed amount, the Owner shall pay CM/GC the amount certified in the final Certificate for Payment.

**§ 12.2.4** The Owner's final payment to CM/GC shall be made no later than 30 days after CM/GC's satisfaction of this Section 12.2 and corresponding provisions in the A201. Invoices submitted after Final Payment shall not be paid and shall be deemed waived by CM/GC, who shall indemnify, defend and hold Owner harmless from such invoices.

**§ 12.2.5** If, subsequent to final payment and at the Owner's request, CM/GC incurs costs described in Article 7 and not excluded by Article 8, the Owner shall reimburse CM/GC such costs and CM/GC's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If CM/GC has participated in savings as provided in Section 6.2.1.7, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to CM/GC.

### **§ 12.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

Five percent (5%) per annum

## **ARTICLE 13 DISPUTE RESOLUTION**

**§ 13.1** Any Claim between the Owner and CM/GC shall be resolved in accordance with the provisions set forth in this Article 13 and Article 15 of A201–2017.

## § 13.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15 of AIA Document A201–2017

Litigation in the First Judicial District of Idaho (Kootenai County)

Other (Specify)

## ARTICLE 14 TERMINATION OR SUSPENSION

### § 14.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 14.1.1 If the Owner and CM/GC do not reach an agreement on the initial Guaranteed Maximum Price for the Work, the Owner may terminate this Agreement as set forth in Section 6.2.1.

§ 14.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to CM/GC for the Owner's convenience and without cause. In the event of termination of this Agreement pursuant to this Section 14.1.2, CM/GC shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination, for the Cost of the Work plus CM/GC's Fee. In no event shall CM/GC's compensation under this Section exceed the compensation set forth in Section 6.1.

§ 14.1.3 If the Owner terminates this Agreement pursuant to Section 14.1.2 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment (pursuant to written LOAs or limited notices to proceed), the Owner shall pay to CM/GC an amount calculated as follows, which amount shall be in addition to any compensation paid to CM/GC under Section 14.1.2:

- .1 Take the authorized Costs of the Work incurred by CM/GC to the date of termination;
- .2 Add CM/GC's Fee computed upon the authorized Cost of the Work to the date of termination at the rate stated in Section 6.2.1.2 or, if CM/GC's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 14.1.4 The Owner shall also pay or credit toward CM/GC fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by CM/GC that the Owner elects to retain and that is not otherwise included in the Cost of the Work. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), CM/GC shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of CM/GC, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of CM/GC under such subcontracts or purchase orders. All subcontracts, purchase orders and rental agreements entered into by CM/GC will contain provisions allowing for assignment to the Owner as described above.

§ 14.1.5 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify CM/GC for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, CM/GC will terminate the subcontract, purchase order or rental agreement and the Owner will pay CM/GC the costs necessarily incurred by CM/GC because of such termination.

### § 14.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

#### § 14.2.1 Termination

The Contract may be terminated in whole or in part by the Owner or CM/GC as provided in Article 14 of AIA Document A201–2017.

### § 14.2.2 Termination by the Owner for Cause

§ 14.2.2.1 If the Owner terminates the Contract in whole or only for a particular Scope of Work for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to CM/GC under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price for any Scope of Work to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work for the terminated Scope(s) of Work incurred by CM/GC to the date of termination;
- .2 Add CM/GC's Fee, computed upon the Cost of the Work for each such terminated Scope of Work to the date of termination at the rates stated in this Agreement or, if such Fees are stated as a fixed sum in that Section, an amount that bears the same ratio to the fixed-sum Fees as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work for each Scope of Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 14.2.2.2 The Owner shall also pay or credit toward CM/GC fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by CM/GC that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), CM/GC shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of CM/GC, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of CM/GC under such subcontracts or purchase orders.

### § 14.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean CM/GC's Fee.

## ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

### § 15.2 Successors and Assigns

§ 15.2.1 The Owner and CM/GC, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 15.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of CM/GC, assign the Contract to another entity owned or related to Owner, or a lender providing construction financing for the Project, if the assignee assumes the Owner's rights and obligations under the Contract Documents. CM/GC shall execute all consents reasonably required to facilitate the assignment.

### § 15.3 Assignment of Belt Filter Press Dewatering Equipment and Related Components

§ 15.3.1. The contract between Owner as “Buyer” and BDP Industries as “Seller” for procurement of Goods and Special Services, *i.e.* Belt Filter Press Dewatering Equipment and related components (the “Procurement Contract”, an excerpt of which is **attached as Exhibit P**), shall be conditionally assigned to CM/GC by Owner, and CM/GC accepts such assignment upon effectiveness, subject to the conditions set forth in this section as part of the GMP Amendment for Project 1. A form documenting the assignment of the Procurement Contract is included in **Exhibit P**.

§ 15.3.2. This assignment shall become effective only upon satisfaction of the following conditions precedent: (a) the Procurement Contract expressly permits assignment without Seller consent, or Seller's prior written consent to the

assignment has been obtained; and (b) the assignment does not impair, waive, or diminish Owner's rights, warranties, remedies, or protections under the Procurement Contract. Upon satisfaction of the foregoing conditions and effectiveness of the assignment, the assignment will relieve the Owner as "Buyer" from all future performance obligations under the Procurement Contract, and CM/GC will assume full responsibility for the performance of "Seller" as a supplier. Notwithstanding this assignment, all performance guarantees, warranties, and rights required by the Procurement Contract will continue to run for the benefit of the Owner and, in addition to the extent applicable, for the benefit of the CM/GC. Except as noted in the Procurement Contract, all rights, duties and obligations of Engineer to "Buyer" and "Seller" under the Procurement Contract will cease but may be replaced by subsequent agreements as stated herein, all rights, duties, and obligations of Engineer to Owner and/or the CMGC under this Agreement remain in full effect. As between Owner and CM/GC, CM/GC shall be solely responsible for the performance, nonperformance, delay, defect, or breach of the Seller under the Procurement Contract, and CM/GC shall coordinate delivery, installation, integration, and startup of the equipment as part of the Work.

**§ 15.3.3.** Owner will provide CM/GC with a conformed copy of the assigned Procurement Contract after the assignment is completed.

**§ 15.3.4.** CM/GC shall indemnify, defend, and hold harmless Owner from and against any and all claims, damages, losses, costs, delay damages, or expenses (including attorney's fees) arising out of or relating to Seller's performance or nonperformance under the Procurement Contract, except to the extent allowed in the Procurement Contract. CM/GC's obligations under this section shall apply regardless of any dispute between CM/GC and Seller and regardless of CM/GC's ability to recover from Seller.

**§ 15.3.5.** No limitation of liability, waiver of damages, exclusive remedy provision, or similar restriction contained in the Procurement Contract shall limit or reduce CM/GC's obligations or Owner's remedies under this Agreement, unless expressly approved in writing by Owner. Any such limitations shall apply only as between CM/GC and Seller.

**§ 15.3.6.** In the event this Agreement is terminated for any reason, or CM/GC defaults under this Agreement, the assignment of the Procurement Contract shall automatically revert to Owner without further action or cost to Owner, and CM/GC shall execute any documents reasonably required to effectuate such reassignment.

#### **§ 15.4 Insurance and Bonds**

**§ 15.4.1** The Owner and CM/GC shall purchase and maintain insurance for Preconstruction Services as set forth in Section 7.5 The Work insurance requirements shall be in Exhibit A and negotiated at GMP.

**§ 15.4.2** CM/GC shall provide bonds for the Work as set forth in AIA Document A102™-2017 **Exhibit A**, and elsewhere in the Contract Documents.

#### **§ 15.5 Confidentiality.**

**§ 15.5.1** During the course of this Agreement, the Owner may communicate Confidential Information to CM/GC or CM/GC may have physical or electronic access to Confidential Information. "Confidential Information" means any and all confidential and proprietary information, whether oral or recorded in any form or medium, concerning the Owner, its affiliates, subsidiaries, subscribers, members, applicants or other contractors performing work for the Owner, including, but not limited to, the terms and conditions of this Agreement. CM/GC shall:

- .1 treat all such Confidential Information as proprietary and confidential whether or not it is identified as such;
- .2 acknowledge receipt of and comply with the terms and conditions of Owner's Confidentiality of Protected Personal Information Policy, which is incorporated by reference herein;
- .3 require that each subcontractor performing services under this Agreement and any Work Order on behalf of CM/GC shall attest to, acknowledge receipt of and comply with the terms and conditions of Owner's Confidentiality of Protected Personal Information Policy, which, when executed, are incorporated by reference herein;
- .4 not use any such Confidential Information for any purpose other than as specified in this Agreement;
- .5 not disclose any such Confidential Information or make available any reports, recommendations and/or work product, which CM/GC produces for the Owner to any person, firm, or corporation, without the prior written consent of the Owner;
- .6 immediately report to the Owner any improper use or unauthorized disclosure of Confidential Information;
- .7 promptly notify the Owner if CM/GC is required by compulsory process to disclose any Confidential Information supplied to it under the terms of this Agreement prior to making any such disclosure so that the Owner may seek an appropriate protective order;
- .8 indemnify and hold harmless the Owner and its directors, officers, employees, and agents from and against any and all costs, liabilities, damages, claims, losses or expenses (including reasonable attorneys' fees)

arising out of or connected to CM/GC's unauthorized disclosure of Confidential Information to any third party;

- .9 agree to store, access, use, process, maintain and disclose Owner Confidential Information only to fulfill its obligations under the Agreement and for no other purpose. CM/GC will not transmit, send, store, or provide access to any Owner Confidential Information to any locations or persons outside of the United States; and
- .10 promptly return any Confidential Information in its possession, as well as any copies thereof, to the Owner or provide a certificate of destruction signed by an officer of CM/GC attesting that all Confidential Information has been properly destroyed upon termination of this Agreement or at Owner's request. Notwithstanding the foregoing, CM/GC may keep one copy of the Work for its records as required by CM/GC's record retention policy.

**§ 15.5.2 HIPAA.** Each party shall comply with all applicable laws regarding the privacy or confidentiality of health information, including but not limited to 42 USC §1320d et seq. and its implementing regulations as currently existing and as amended ("HIPAA"). CM/GC shall execute Owner's form business associate agreement if deemed necessary by Owner. The Parties shall negotiate in good faith any additional agreements or amendments to this Agreement that may become necessary to ensure compliance with HIPAA. If after good faith negotiations the Parties are not able to agree to the terms necessary to comply with HIPAA, either party may terminate this Agreement upon written notice to the other party.

**§ 15.5.3** It is mutually understood and agreed that any violation of this Section 15.4 would likely cause irreparable injury to the Owner for which it would have no adequate remedy at law and that, in addition to any other applicable remedies at law or in equity, the Owner shall be entitled to obtain injunctive relief against the threatened breach of this Section 15.4 or the continuation of any such breach, without the necessity of proving actual damages. The obligations set forth in this Section shall survive the termination of this Agreement.

#### **§ 15.5 OMITTED**

**§ 15.6 Compliance with Laws.** CM/GC shall comply with applicable federal, state and municipal legal and regulatory requirements, accreditation standards and ethical and CM/GC standards relating to the Work, and CM/GC has and shall maintain in effect all the licenses, certificates, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement (altogether "Legal Requirements"). CM/GC also agrees to comply with all Owner policies and procedures in the course of performing the Work. CM/GC shall comply with all applicable Legal Requirements relating to the terms and conditions of employment of any person employed in connection with the Work to be performed under this Agreement. CM/GC hereby covenants by and for itself, its heirs, executors, administrators, successors, affiliates, assigns, and all persons claiming under or through CM/GC that, and this Agreement is made and accepted upon and subject to the condition that, with respect to the terms and conditions of employment of any person or entity that is employed in connection with the Work, there shall be no discrimination against or segregation of any person or group of persons on account of age, sex, sexual orientation, marital status, race, color, religion, creed, national origin or ancestry. CM/GC shall comply with any other reasonable non-discrimination and affirmative action requirements required by Owner and its assignees. Additionally, all parties shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and Subcontractors to employ and advance in employment qualified protected veterans. All parties shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**§ 15.7 Publicity.** Any publicity, press releases, advertising, printed materials, or display materials with respect to Owner, the Project and the Property shall be under the sole direction and control of Owner, and no contact or discussions by CM/GC or its Subcontractors or consultants regarding the Property shall be had with the public press or media representatives without Owner's prior written consent, which may be withheld in Owner's sole discretion.

**§ 15.8 Owner's Security and Site Access Requirements.** CM/GC shall comply with all reasonable security requirements of Owner, its assignees, or any affiliate thereof, and shall use its best efforts to schedule and conduct

the Work to be rendered under this Agreement so as not to interfere with Owner's normal operations at any place of business of Owner that CM/GC may visit in performance of the Work to be rendered under the Agreement.

**§ 15.9 Employee Background Checks.** CM/GC shall comply with all Idaho and federal laws relating to employees' authorization to work in the United States. Further, CMGC certifies that the CM/GC, and its Subcontractors do not knowingly employ unauthorized workers and will immediately remove any individual found to be non-compliant.

Owner "retains the right" to require CM/GC or their subcontractors to conduct such background check for personnel with unsupervised access to sensitive areas, systems, or assets, with scope and timing defined by the Owner in writing.

CM/GC shall require all Subcontractors to comply with this Section.

**§ 15.10 Warranty Walk Through.** A warranty walk through will be conducted by the Owner and CM/GC at 11 months after the date of Substantial Completion.

**§15.11 Corporate Assets.** All corporate assets provided by the Owner will remain the exclusive property of the Owner and shall be returned to the Owner immediately upon termination of this Agreement or at the Owner's request. CM/GC's rights and access to the Owner's premises or assets shall cease with the completion or termination of this Agreement or sooner at the Owner's discretion.

**§15.12** CM/GC shall not cause or permit, except as required by the Specifications or other Contract Documents, the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in or about, or the transportation of any Hazardous Materials to or from the Project, except in strict accordance with all applicable laws and regulations.

**§ 15.13 Site Contamination.** If the Work includes handling and disposal of contaminated soils and debris, and proper analysis and treatment of contaminated groundwater at the Site. This portion of the Work will be completed in accordance with the CM/GC's Protocols regarding Site Contamination. The following provisions are applicable to this Work and take precedence over any inconsistent or contradictory provisions in the Contract Documents. However, notwithstanding any other provisions, CM/GC shall fully comply with all applicable permit requirements.

**§ 15.13.1** CM/GC makes the following representations upon execution of Work containing Site Contamination:

**§ 15.13.1.1** CM/GC has examined and carefully studied the Contract Documents (including the Addenda) and is fully aware of the existence of any Contaminants on the Site noted therein.

**§ 15.13.1.2** CM/GC has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the remediation of known contaminants on the Site.

**§ 15.13.1.3** CM/GC is familiar with and has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been identified or made available by Owner and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified or made available by Owner.

**§ 15.13.1.4** CM/GC is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Remediation as indicated in the Contract Documents.

**§ 15.13.1.5** CM/GC is qualified and certified pursuant to Federal and State laws and regulations to work around or near Hazardous Materials, and to perform work associated with Hazardous Materials. CM/GC certifies that every person on the Site (including without limitation, CM/GC's employees, employees of Subcontractors, laborers, and materialmen) that may be exposed to site contaminants are properly trained under 29 CFR 1910.120 and applicable state laws and regulations regarding health and safety training.

**§ 15.13.1.6** CM/GC has correlated the information known to CM/GC, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents and has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that CM/GC has discovered in the Contract Documents and written resolutions thereof by Owner, if any, are acceptable to CM/GC.

**§ 15.13.1.7** The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Remediation.

**§ 15.13.2** The following defined terms will have the following defined meaning with reference to any Work relating to Site Remediation:

**§ 15.13.2.1 Contaminant** – Any substance or material that is regulated by Laws or Regulations to protect the public health or the environment due to its characteristics or as a result of its quantity or both. A contaminant may include, but is not limited to the following: Asbestos, Hazardous Substances, Hazardous Wastes, PCBs, Petroleum, or Radioactive Materials.

**§ 15.13.2.2 Hazardous Substance** - Unless otherwise defined in the Supplementary Conditions the term Hazardous Substance shall have the meaning provided in Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601(14)), applicable equivalent State and Local acts, and under the Model Toxics Control Act, as amended.

**§ 15.13.2.3 Hazardous Waste** - Unless otherwise defined in the Supplementary Conditions, the term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 U.S.C. Section 6903), as amended and any applicable equivalent State and Local laws.

**§ 15.13.2.4 PCBs** - Polychlorinated biphenyls.

**§ 15.13.2.5 Petroleum** - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes.

**§ 15.13.3** Owner represents that it has fully disclosed to CM/GC any information that Owner knows or has reason to suspect concerning the existence of Contaminants at the Project Site. Owner will be responsible for the additional cost to remediate any existing condition encountered at the Site that was not identified in the Contract Documents to be within the scope of the Remediation.

**§ 15.13.3.1** Owner and CM/GC acknowledge that each may have legal obligations with respect to public health and safety and will cooperate with each other to help ensure compliance with these obligations.

**§ 15.13.3.2** If CM/GC discovers or identifies conditions for which it reasonably believes that the Owner is legally required to provide notice to a public agency, it shall so advise Owner immediately.

**§ 15.13.3.3** CM/GC will take responsibility for management of all Contaminants resulting from remediation activities. This includes but is not limited to generation, handling, storage, transportation, treatment, and arranging for transportation and disposal of waste materials from CM/GC's activities on and off the Site, including but not limited to contaminated soil and debris, contaminated groundwater, soil cuttings, drilling muds, purged ground water, decontamination fluids, disposable sampling equipment, and disposable personal protective equipment, unless CM/GC is advised in writing that such work has been specifically assigned to another entity.

**§ 15.13.4** To the fullest extent permitted by law CM/GC shall indemnify and hold harmless Owner, Engineer, and its agents and representatives for, from, and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, Engineers, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any claim against Owner or its agents or representatives arising from (1) CM/GC's violation of any state federal or local laws and regulations relating to environmental and health and safety concerns, and (2) CM/GC's handling, storage, transportation, and disposal of waste materials or contaminated materials relating to CM/GC's activities onsite provided that nothing in this paragraph shall obligate CM/GC to indemnify any individual or entity from and against the consequences of that individual's or entity's own

negligence or willful misconduct. For the purposes of the foregoing indemnification provision only, and only to the extent necessary to provide Owner with full and complete indemnity from claims made by CM/GC and its employees, CM/GC specifically waives immunity it may be granted under the any applicable worker's compensation or workman's compensation act. To the extent a court of competent jurisdiction determines that this provision is subject to ORS 30.140, it is agreed that any legal limitations on the validity and enforceability of the indemnification obligations such statute are made a part of the indemnification obligations under this section 15.14.4 to the minimum extent necessary to bring this Section into conformity with the requirements of such limitations, and as so modified, the indemnification obligation under this Section 15.14.4 shall continue in full force and effect.

**§ 15.13.5** CM/GC shall promptly, and before the conditions are disturbed, give written notice to Owner of: subsurface or latent physical conditions at the Site regarding Contaminates, Hazardous Substances, or Hazardous Waste, which differ materially from those indicated in the Contract Documents, or contaminated areas or contaminated resources not disclosed in the Contract Documents.

**§ 15.13.5.1** Owner will investigate the Site conditions promptly after receiving the notice set forth in Section 15.14.5. If (1) the conditions do materially so differ, or (2) there is contamination not disclosed in the Contract Documents, and either (1) or (2) cause an increase or decrease in the CM/GC's cost of performing any part of the Work or the Remediation, an equitable adjustment shall be made to the GMP upon submission of substantiating documentation of the costs, and issuance of an executed Change Order. No request by CM/GC for an increase to the GMP shall be allowed unless CM/GC has given the written notice required. If (1) the conditions do materially so differ, or (2) there is contamination not disclosed in the Contract Documents, and either (1) or (2) cause an increase or decrease in Contract Schedule, an equitable adjustment shall be made to the Schedule upon submission of substantiating documentation, and issuance of an executed Modification. No request by CM/GC for a change to the Schedule shall be allowed unless CM/GC has given the written notice required.

**§ 15.13.5.2** All remediation performed by a Subcontractor or Supplier for the CM/GC will be pursuant to an appropriate written subcontract between the CM/GC and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner.

**§ 15.13.5.3** Failure to follow the written notice requirements set forth in this Section 15.14 with regard to differing site conditions for contamination as set forth in this Section 15.14 shall constitute a complete waiver of CM/GC's Claim(s) related to differing site conditions and/or contamination.

**§ 15.13.6** CM/GC shall give all notices and comply with all federal, state and local laws and regulations applicable to performance of the remediation Work, and Owner shall not be responsible for monitoring CM/GC's compliance with any such laws or regulations. If CM/GC performs any Remediation work knowing or having reason to know that it is contrary to Laws or Regulations, CM/GC shall bear all costs arising therefrom.

**§ 15.13.7** CM/GC will supply protocols applicable to the remediation Work, which will be incorporated as a Contract Document. CM/GC will ensure that its employees and Subcontractors adhere strictly to those protocols while performing services under this Contract.

**§ 15.13.8** CM/GC shall maintain a safe working environment during performance of any and all remediation Work and shall be fully responsible for Site health and safety. CM/GC shall comply, and shall secure compliance by its employees, agents, and Subcontractors, with all applicable federal, state and local health and safety laws and regulations, including without limitation, Federal OSHA (and specifically including 29 CFR 1910.120 and 1926.65) and equivalent laws and regulations.

**§ 15.13.9** CM/GC shall prepare and implement its own Project health and safety plan, based on its health and safety program and all written programs required by Federal, State and local regulations including without limitation, 29 CFR 1910.120 and state of Idaho laws and requirements, and shall bear responsibility for the completeness and accuracy of the plan. CM/GC's health and safety plan and required documentation shall be available at the Site for review by Owner, Subcontractor and regulatory personnel.

**§ 15.13.10** CM/GC shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CM/GC shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to: (1) all persons on the Site or who may be

affected by the remediation; (2) all Construction and materials and equipment to be incorporated therein, whether in storage on or off the Site; and (3) other property at or adjacent to the Site, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of Construction.

**§ 15.13.11** CM/GC shall comply with applicable laws and regulations for the protection of persons or property from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CM/GC shall notify owners of adjacent property and of underground facilities and utility owners when performance of any remediation work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

**§ 15.13.12** Any and all damage, injury or loss to any property referred to in Section 15.14 caused, directly or indirectly, in whole or in part, by CM/GC, or CM/GC's Subcontractor or Suppliers, or any other individual or entity directly or indirectly employed by any of them to perform or furnish any of the remediation Work or anyone for whose acts any of them may be liable, shall be remedied by CM/GC; provided that nothing in this paragraph shall waive or otherwise limit any claim that CM/GC may have for contribution, indemnification, reimbursement or additional compensation.

**§ 15.13.13** CM/GC shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs associated with the Work.

**§ 15.13.14** CM/GC shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

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

## **ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 16.1** This Agreement represents the entire and integrated agreement between the Owner and CM/GC and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and CM/GC.

**§ 16.1** This Agreement is comprised of the following documents:

- .1** AIA Document A102™–2017, Standard Form of Agreement Between Owner and CM/GC
- .2** AIA Document A201™–2017, General Conditions of the Contract for Construction, as revised
- .3** The following Exhibits:

**Exhibit A** Insurance and Bond Requirements for the Work [TO BE ATTACHED AND INCORPORATED VIA THE GMP AMENDMENT]

**Exhibit B** Preconstruction Costs and Rates

**Exhibit C** Drawings and Specifications [TO BE ATTACHED AND INCORPORATED VIA THE GMP AMENDMENT]

**Exhibit D** Initial Overall Project Schedule [TO BE ATTACHED AND INCORPORATED VIA THE GMP AMENDMENT]

**Exhibit E** Form Notice to Proceed [TO BE ATTACHED AND INCORPORATED VIA THE GMP AMENDMENT]

**Exhibit F** Responsibility Matrix [TO BE ATTACHED AND INCORPORATED VIA THE GMP AMENDMENT]

**Exhibit G** GMP Summary, Allowances, Alternates, Bid Packages [TO BE ATTACHED AND INCORPORATED VIA THE GMP AMENDMENT]

**Exhibit H** CM/GC Assumptions and Clarifications [TO BE ATTACHED AND INCORPORATED VIA THE GMP AMENDMENT]

- Exhibit I** Owned and Rented Equipment List/Rates [TO BE ATTACHED AND INCORPORATED VIA THE GMP AMENDMENT]
- Exhibit J** Interim Mechanical and Final Lien/Claim Waiver [TO BE ATTACHED AND INCORPORATED VIA THE GMP AMENDMENT]
- Exhibit K** Form Schedule of Values [TO BE ATTACHED AND INCORPORATED VIA THE GMP AMENDMENT]
- Exhibit L** Additional Requirements of the State of Idaho
- Exhibit M** Nondiscrimination Requirements
- Exhibit N** Letter of Authorization [TO BE INCLUDED AT LATER DATE] [ARE WE REMOVING?]
- Exhibit O** Cost of Work [TO BE ATTACHED AND INCORPORATED VIA THE GMP AMENDMENT]
- Exhibit P** Procurement Contract (including Agreement Between Buyer and Seller and Exhibit A (Assignment of Procurement Contract, Consent to Assignment, and Acceptance of Assignment))

This Agreement is entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

« » « » Randy Westlund, Mayor

(Printed name and title)

\_\_\_\_\_  
CM/GC (Signature)

« » « » Amy Jenne, Vice President

(Printed name and title)

# Preconstruction Scope of Work

## 1. Project Launch

### *Project Launch Workshop*

Session: One-day partnering session with the City and JUB at a City-provided venue.

Purpose: Review current project status and design. Review RFP and define goals for success of project and each entity.

Responsibilities: City provides agenda and facilitator.

Attendees: Construction Manager, Superintendent, Project Engineer/Scheduler, Lead Estimator, and Subject Matter Experts (SME).

### *Risk Workshop*

Session: One-day risk workshop with the City and JUB at a City-provided venue.

Purpose: Risk identification and early development of risk register.

Attendees: Construction Manager, Superintendent, Project Engineer/Scheduler, Lead Estimator.

## 2. Progress Meetings

Frequency: Monthly, in-person meetings with the City and JUB. Bi-monthly, virtual meetings with the City and JUB.

Duration: Two hours at a City-provided location for in-person meetings. Virtual meetings to be held on Teams.

Responsibilities: Apollo prepares and distributes meeting notes.

Attendees: Construction Manager, Superintendent, and Project Engineer/Scheduler.

Design Milestone Workshops: Held at 30%, 60%, 90%, and 100% design milestones at conclusion of update of risk model, constructability review, value engineering review, and cost reconciliation. Apollo submits updated ROR, CR, VER and cost reports at least three business days prior to each workshop for team review. JUB summarizes City decisions from each workshop before advancing design.

### 3. Site Investigation

Scope: Verify existing conditions to ensure accurate construction documents. Review geotechnical reports, as-built drawings, and potholing data.

Deliverables: Provide findings and recommendations on layout, routing, and facility use.

Note: Potholing equipment costs are billed as reimbursable and excluded from the ROM estimate.

### 4. Plans and Specifications Review

Milestones: 30%, 60%, 90%, and 100% design stages.

Plans and Specifications Workshops: JUB presentation workshops

1. 30% Project 2 workshop
2. 60% Project 2 workshop
3. 90% Project 1, 2ea workshop
4. 90% Project 2, 2 ea workshop

Deliverables: 30% plans review, 60% plans and spec TOC and major equipment draft review, 90% and 100% plans and specs review.

Objective: Ensure alignment with project budget and schedule.

### 5. Constructability Review (CR)

Milestones: 30%, 60%, 90%, and 100% design stages.

Focus Areas: Incorporate best building practices. Validate project sequencing. Confirm safe, efficient, and cost-effective construction feasibility.

Deliverable: Summarize review comments 3-5 days prior to each design milestone project team workshop meetings.

### 6. Risk/Opportunity Register (ROR)

Initial Register: Provide input at 30% design for JUB development/maintenance of ROR.

Updates: Provide updates throughout preconstruction prior to each design milestone project team workshop for JUB ROR update.

Cost Estimates: Include estimates for identified risks and opportunities.

Approval: Team approves or retires risks.

Unretired Risks: Assign to City or Apollo with agreed contingencies before GMP negotiations.

## 7. Value Engineering Review (VER)

Milestones: 30%, 60%, 90%, and 100% design stages.

Activities: Conduct value analysis for cost-saving or value enhancement opportunities. Perform system analysis to recommend cost-effective solutions.

Deliverable: Submit reports and recommendations 3-5 days prior to each design milestone project team workshop meetings.

Approval: City approves or rejects value engineering proposals prior to proceeding with next design milestone.

## 8. Cost Estimates and Reconciliation

Format: Standardize estimates between Apollo and JUB for ease of City review.

Independent Estimates: Prepare at each milestone.

Reconciliation: Resolve discrepancies to provide reconciled cost estimate to team 3-5 days prior to project team workshop meetings.

## 9. Master Critical Path Schedule (CPM)

Preparation: Develop initial CPM schedule at 30% design; update at 60%, 90%, and 100%.

Deliverables: CPM schedule and recommendations for cost-effective sequencing and long-lead procurement strategies.

## 10. Major Equipment Procurement

Accept assignment of Project 1 Belt Filter Press contract.

Assist with submittal reviews.

## 11. Project Management Software

Provide Procore access to all team members during preconstruction.

## 12. GMP Negotiations

Scope: Negotiate Guaranteed Maximum Prices (GMPs) for Projects 1 and 2, including subcontractor values, assigned equipment contracts, general conditions, fees, and contingencies (City and Apollo).

**Preconstruction ROM Summary by Activity & Design Review**

Activity	Design Review				
	10%	30%	60%	90%	100%
Process Design Review	\$ 1,130.00				
PER Report Review		\$ 330.00			
Plan and Spec Review			\$ 5,730.00	\$ 2,070.00	\$ 1,155.00
Plan Presentation Workshops		\$ 9,090.00	\$ 4,344.00	\$ 9,952.00	\$ 1,200.00
Update ROR		\$ 6,820.00	\$ 6,070.00	\$ 3,350.00	
Review Risk Model		\$ 360.00	\$ 360.00	\$ 540.00	
Constructability Review (CR)		\$ 33,280.00	\$ 40,165.00	\$ 6,425.00	
Value Engineering Review (VER)		\$ 10,840.00	\$ 16,975.00	\$ 4,305.00	
Site Investigation		\$ 29,760.00			
Prepare Estimate		\$ 36,720.00	\$ 26,145.00	\$ 7,535.00	
Reconcile Estimate		\$ 7,920.00	\$ 4,320.00	\$ 1,950.00	
Project Team Workshop		\$ 13,920.00	\$ 17,980.00	\$ 13,664.00	
GMP Negotiation					\$ 2,160.00
Major Equipment Procurement			\$ 2,310.00		
Travel Expenses		\$ 5,025.50	\$ 5,025.50	\$ 5,025.50	\$ 5,025.50
Project Management Software		\$ 2,587.50	\$ 2,587.50	\$ 2,587.50	\$ 2,587.50
Bonds & Insurance	\$ 7,713.99				
Project Launch Meetings	\$ 17,364.00				
Progress Meetings		\$ 17,624.25	\$ 17,624.25	\$ 17,624.25	\$ 17,624.25
	\$ 26,207.99	\$ 174,277.25	\$ 149,636.25	\$ 75,028.25	\$ 29,752.25
					<b>\$ 454,901.99</b>

Preconstruction Billing Rates & Rom Detail by Activity

Activity	Amy Jenne		Cory Bond		Taylor von Olnhansen		Jeff Carlson		Josh Prock		Kevin Burke		Craig Jenne		Chris Botten		Estimator		QC/Safety		SME					
	Construction Manager		Superintendent		Proj Eng/Scheduler		Lead Estimator		SME		SME		SME		SME		Process Estimator		QC/Safety		Eiect/Controls					
	Hrly Rate	\$ 180.00	Hrly Rate	\$ 150.00	Hrly Rate	\$ 105.00	Hrly Rate	\$ 125.00	Hrly Rate	\$ 150.00	Hrly Rate	\$ 155.00	Hrly Rate	\$ 130.00	Hrly Rate	\$ 130.00	Hrly Rate	\$ 110.00	Hrly Rate	\$ 110.00	Hrly Rate	\$ 180.00				
	Hrs	Total	Hrs	Total	Hrs	Total	Hrs	Total	Hrs	Total	Hrs	Total	Hrs	Total	Hrs	Total	Hrs	Total	Hrs	Total	Hrs	Total				
Project Launch Meetings																						\$ 17,364.00				
Project Launch Workshop	14.4	\$ 2,592.00	8	\$ 1,200.00	12.4	\$ 1,302.00	10.4	\$ 1,300.00	10.4	\$ 1,560.00	10.4	\$ 1,612.00	10.4	\$ 1,352.00	10.4	\$ 1,352.00	0	\$ -	0	\$ -	0	\$ -	86.8	\$ 12,270.00		
Risk Workshop	14.4	\$ 2,592.00	8	\$ 1,200.00	12.4	\$ 1,302.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	34.8	\$ 5,094.00		
Progress Meetings																						\$ 70,497.00				
Meetings (In Person)	115.2	\$ 20,736.00	54	\$ 8,100.00	97.2	\$ 10,206.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	266.4	\$ 39,042.00		
Meetings (Virtual)	72	\$ 12,960.00	54	\$ 8,100.00	54	\$ 5,670.00	3.6	\$ 450.00	3.6	\$ 540.00	9	\$ 1,395.00	9	\$ 1,170.00	9	\$ 1,170.00	0	\$ -	0	\$ -	0	\$ -	214.2	\$ 31,455.00		
10% Process Design																						\$ 1,130.00				
10% Process Design Review	2	\$ 360.00	2	\$ 300.00	0	\$ -	2	\$ 250.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 220.00	0	\$ -	0	\$ -	8	\$ 1,130.00		
30% Concept Design	178.8		188		87.8		122.8		55.8		55.8		103.8		103.8		104		0		48		\$ 149,040.00			
PER Report Review	1	\$ 180.00	1	\$ 150.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 330.00		
30% Plan Presentation Workshop	8.4	\$ 1,512.00	6	\$ 900.00	8.4	\$ 882.00	8.4	\$ 1,050.00	8.4	\$ 1,260.00	8.4	\$ 1,302.00	8.4	\$ 1,092.00	8.4	\$ 1,092.00	0	\$ -	0	\$ -	0	\$ -	64.8	\$ 9,090.00		
Update ROR	8	\$ 1,440.00	8	\$ 1,200.00	4	\$ 420.00	16	\$ 2,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	16	\$ 1,760.00	0	\$ -	0	\$ -	52	\$ 6,820.00
Review Risk Model	2	\$ 360.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 360.00		
Constructability Review (CR)	44	\$ 7,920.00	44	\$ 6,600.00	28	\$ 2,940.00	0	\$ -	28	\$ 4,200.00	28	\$ 4,340.00	28	\$ 3,640.00	28	\$ 3,640.00	0	\$ -	0	\$ -	0	\$ -	228	\$ 33,280.00		
Value Engineering Review (VER)	13	\$ 2,340.00	13	\$ 1,950.00	5	\$ 525.00	4	\$ 500.00	9	\$ 1,350.00	9	\$ 1,395.00	9	\$ 1,170.00	9	\$ 1,170.00	4	\$ 440.00	0	\$ -	0	\$ -	75	\$ 10,840.00		
Site Investigation	8	\$ 1,440.00	48	\$ 7,200.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	48	\$ 6,240.00	48	\$ 6,240.00	0	\$ -	0	\$ -	48	\$ 8,640.00	152	\$ 29,760.00		
Prepare Estimate	64	\$ 11,520.00	60	\$ 9,000.00	20	\$ 2,100.00	60	\$ 7,500.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	60	\$ 6,600.00	0	\$ -	0	\$ -	264	\$ 36,720.00		
Reconcile Estimate	8	\$ 1,440.00	0	\$ -	8	\$ 840.00	24	\$ 3,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	24	\$ 2,640.00	0	\$ -	0	\$ -	64	\$ 7,920.00		
Project Team Workshop	22.4	\$ 4,032.00	8	\$ 1,200.00	14.4	\$ 1,512.00	10.4	\$ 1,300.00	10.4	\$ 1,560.00	10.4	\$ 1,612.00	10.4	\$ 1,352.00	10.4	\$ 1,352.00	0	\$ -	0	\$ -	0	\$ -	96.8	\$ 13,920.00		
60% Concept Design - Project 1	34.4		26		9.4		25		9		9		0		17.4		33		0		2		\$ 23,201.00			
60% Spec Review	2	\$ 360.00	4	\$ 600.00	2	\$ 210.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 360.00	8	\$ 1,530.00
60% Plan Presentation Workshop	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		
Update ROR	2	\$ 360.00	2	\$ 300.00	0	\$ -	2	\$ 250.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 220.00	0	\$ -	0	\$ -	8	\$ 1,130.00		
Review Risk Model	1	\$ 180.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1	\$ 180.00		
Constructability Review (CR)	9	\$ 1,620.00	9	\$ 1,350.00	0	\$ -	0	\$ -	9	\$ 1,350.00	9	\$ 1,395.00	0	\$ -	9	\$ 1,170.00	0	\$ -	0	\$ -	0	\$ -	45	\$ 6,885.00		
Value Engineering Review (VER)	4	\$ 720.00	3	\$ 450.00	0	\$ -	3	\$ 375.00	0	\$ -	0	\$ -	0	\$ -	2	\$ 260.00	3	\$ 330.00	0	\$ -	0	\$ -	15	\$ 2,135.00		
Prepare Estimate	6	\$ 1,080.00	4	\$ 600.00	1	\$ 105.00	16	\$ 2,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	24	\$ 2,640.00	0	\$ -	0	\$ -	51	\$ 6,425.00		
Reconcile Estimate	2	\$ 360.00	0	\$ -	0	\$ -	4	\$ 500.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 440.00	0	\$ -	0	\$ -	10	\$ 1,300.00		
Project Team Workshop	8.4	\$ 1,512.00	4	\$ 600.00	6.4	\$ 672.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	6.4	\$ 832.00	0	\$ -	0	\$ -	0	\$ -	25.2	\$ 3,616.00		
60% Concept Design - Project 2	149.8		128		88.8		74.4		44.4		44.4		44.4		44.4		65		10.4		4		\$ 98,888.00			
60% Spec Review	8	\$ 1,440.00	8	\$ 1,200.00	8	\$ 840.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 720.00	24	\$ 4,200.00		
60% Plan Presentation Workshop	8.4	\$ 1,512.00	6	\$ 900.00	8.4	\$ 882.00	8.4	\$ 1,050.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	31.2	\$ 4,344.00		
Update ROR	8	\$ 1,440.00	8	\$ 1,200.00	4	\$ 420.00	8	\$ 1,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 880.00	0	\$ -	0	\$ -	36	\$ 4,940.00		
Review Risk Model	1	\$ 180.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1	\$ 180.00		
Constructability Review (CR)	44	\$ 7,920.00	44	\$ 6,600.00	28	\$ 2,940.00	0	\$ -	28	\$ 4,200.00	28	\$ 4,340.00	28	\$ 3,640.00	28	\$ 3,640.00	0	\$ -	0	\$ -	0	\$ -	228	\$ 33,280.00		
Value Engineering Review (VER)	26	\$ 4,680.00	26	\$ 3,900.00	6	\$ 630.00	10	\$ 1,250.00	6	\$ 900.00	6	\$ 930.00	6	\$ 780.00	6	\$ 780.00	9	\$ 990.00	0	\$ -	0	\$ -	101	\$ 14,840.00		
Prepare Estimate	28	\$ 5,040.00	24	\$ 3,600.00	16	\$ 1,680.00	40	\$ 5,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	40	\$ 4,400.00	0	\$ -	0	\$ -	148	\$ 19,720.00		
Reconcile Estimate	4	\$ 720.00	0	\$ -	4	\$ 420.00	8	\$ 1,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 880.00	0	\$ -	0	\$ -	24	\$ 3,020.00		
Project Team Workshop	22.4	\$ 4,032.00	12	\$ 1,800.00	14.4	\$ 1,512.00	0	\$ -	10.4	\$ 1,560.00	10.4	\$ 1,612.00	10.4	\$ 1,352.00	10.4	\$ 1,352.00	0	\$ -	10.4	\$ 1,144.00	0	\$ -	90.4	\$ 14,364.00		
90% Concept Design - Project 1	36.2		23		10.4		8		0		0		5		11.4		8		0		0		\$ 15,070.00			
90% Spec Review	1	\$ 180.00	1	\$ 150.00	2	\$ 210.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 540.00		
90% Plan Presentation Workshop	12.8	\$ 2,304.00	8	\$ 1,200.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	20.8	\$ 3,504.00		
Update ROR	1	\$ 180.00	1	\$ 150.00	1	\$ 105.00	1	\$ 125.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1	\$ 110.00	0	\$ -	0	\$ -	5	\$ 670.00		
Review Risk Model	1	\$ 180.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1	\$ 180.00		
Constructability Review (CR)	5	\$ 900.00	5	\$ 750.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	5	\$ 650.00	5	\$ 650.00	0	\$ -	0	\$ -	0	\$ -	20	\$ 2,950.00		
Value Engineering Review (VER)	3	\$ 540.00	2	\$ 300.00	0	\$ -	1	\$ 125.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1	\$ 110.00	0	\$ -	0	\$ -	7	\$ 1,075.00		
Prepare Estimate	3	\$ 540.00	2	\$ 300.00	1	\$ 105.00	4	\$ 500.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 440.00	0	\$ -	0	\$ -	14	\$ 1,885.00		
Reconcile Estimate	1	\$ 180.00	0	\$ -	0	\$ -	2	\$ 250.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 220.00	0	\$ -	0	\$ -	5	\$ 650.00		
Project Team Workshop	8.4	\$ 1,512.00	4	\$ 600.00	6.4	\$ 672.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	6.4	\$ 832.00	0	\$ -	0	\$ -	0	\$ -	25.2	\$ 3,616.00		
90% Concept Design - Project 2	65.2		42		43.2		37.8		0		0		18.4		18.4		24		0		0		\$ 34,721.00			
90% Spec Review	4	\$ 720.00	4	\$ 600.00	2	\$ 210.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	10	\$ 1,530.00		
90% Plan Presentation Workshop	12.8	\$ 2,304.00	8	\$ 1,200.00	12.8	\$ 1,344.00	12.8	\$ 1,600.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	46.4	\$ 6,448.00		
Update ROR	4	\$ 720.00	4	\$ 600.00	4	\$ 420.00	4	\$ 500.00	0	\$ -	0															

100% Plan Review	1	\$ 180.00	1	\$ 150.00	1	\$ 105.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3	\$ 435.00
GMP Negotiation	4	\$ 720.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 720.00
100% Concept Design - Project 2	12		4		3		0		0		0		0		0		0		0		0		0			\$ 3,075.00
100% Spec Review	2	\$ 360.00	2	\$ 300.00	2	\$ 210.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	6	\$ 870.00
100% Plan Review	2	\$ 360.00	2	\$ 300.00	1	\$ 105.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	5	\$ 765.00
GMP Negotiation	8	\$ 1,440.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,440.00
Major Equipment Procurement																										\$ 2,310.00
Belt Filter Press Assignment	4	\$ 720.00	0	\$ -	4	\$ 420.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,140.00
Belt Filter Press Submittal Review	2	\$ 360.00	4	\$ 600.00	2	\$ 210.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,170.00
<b>Reimbursables Cost + 15%</b>																										
Travel Expenses																										\$ 20,102.00
Lodging	10	\$ 1,750.00	0	\$ -	6	\$ 1,050.00	4	\$ 500.00	4	\$ 600.00	4	\$ 620.00	4	\$ 520.00	4	\$ 520.00	2	\$ 220.00	0	\$ -	0	\$ -	0	\$ -	38	\$ 5,780.00
Meals	40	\$ 1,000.00	0	\$ -	30	\$ 750.00	4	\$ 500.00	4	\$ 600.00	4	\$ 620.00	4	\$ 520.00	4	\$ 520.00	2	\$ 220.00	2	\$ 220.00	2	\$ 360.00	2	\$ 360.00	92	\$ 5,310.00
Fuel	40	\$ 2,400.00	20	\$ 1,200.00	15	\$ 900.00	2	\$ 250.00	2	\$ 300.00	2	\$ 310.00	2	\$ 260.00	2	\$ 260.00	2	\$ 220.00	1	\$ 110.00	1	\$ 180.00	1	\$ 180.00	87	\$ 6,390.00
Project Management Software																										\$ 10,350.00
Procore	18	\$ 9,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	18	\$ 9,000.00
Insurance and Bonds																										\$ 7,713.99
Insurance and Bonds	0.015	\$ 6,707.82	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0.015	\$ 6,707.82
	594.4		477		335.6		276		116.2		118.9		181.3		205.1		235		10.4		53				\$ 454,901.99	

Preconstruction Billing Rates & ROM Detailed Breakdown

Activity	Qty	Amy Jenne		Cory Bond		Taylor von Olnhausen		Jeff Carlson		Josh Prock		Kevin Burke		Craig Jenne		Chris Bolten		Joel Mearns		Payten Collins		SME			
		Construction Manager		Superintendent		Proj Eng/Scheduler		Lead Estimator		SME		SME		SME		SME		Process Estimator		QC/Safety		Elect/Controls			
		Hrly Rate	\$	Hrly Rate	\$	Hrly Rate	\$	Hrly Rate	\$	Hrly Rate	\$	Hrly Rate	\$	Hrly Rate	\$	Hrly Rate	\$	Hrly Rate	\$	Hrly Rate	\$	Hrly Rate	\$	Hrly Rate	\$
		180.00		150.00		105.00		125.00		150.00		155.00		130.00		130.00		110.00		110.00		180.00			
<b>Project Launch</b>																									
Project Launch Workshop		14.4	\$ 2,592.00	8	\$ 1,200.00	12.4	\$ 1,302.00	10.4	\$ 1,300.00	10.4	\$ 1,560.00	10.4	\$ 1,612.00	10.4	\$ 1,352.00	10.4	\$ 1,352.00	0	\$ -	0	\$ -	0	\$ -	86.8	\$ 12,270.00
Prepare & Follow up		4				2																			
Meeting		8		8		8		8		8		8		8		8									
Travel		2.4				2.4		2.4		2.4		2.4		2.4		2.4									
Risk Workshop		14.4	\$ 2,592.00	8	\$ 1,200.00	12.4	\$ 1,302.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	34.8	\$ 5,094.00
Prepare & Follow up		4				2																			
Meeting		8		8		8																			
Travel		2.4				2.4																			
<b>Progress Meetings</b>																									
Meetings - Monthly In-Person	18	115.2	\$ 20,736.00	54	\$ 8,100.00	97.2	\$ 10,206.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	266.4	\$ 39,042.00
Prepare & Follow up		2		1		1																			
Meeting		2		2		2																			
Travel		2.4				2.4																			
Meetings - Bimonthly Virtual	18	72	\$ 12,960.00	54	\$ 8,100.00	54	\$ 5,670.00	3.6	\$ 450.00	3.6	\$ 540.00	9	\$ 1,395.00	9	\$ 1,170.00	9	\$ 1,170.00	0	\$ -	0	\$ -	0	\$ -	214.2	\$ 31,455.00
Prepare & Follow up		2		1		1																			
Meeting		2		2		2		2		2		2		2		2									
<b>10% Process Design</b>																									
10% Process Design Review		2	\$ 360.00	2	\$ 300.00	0	\$ -	2	\$ 250.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 220.00	0	\$ -	0	\$ -	8	\$ 1,130.00
Review & Follow up		4		4		2		2																	
<b>30% Concept Design</b>		56 days																							
PER Report Review		1	\$ 180.00	1	\$ 150.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 330.00
Review & Follow up		1		1		0		0		0		0		0		0									
30% Plan Presentation Workshop		8.4	\$ 1,512.00	6	\$ 900.00	8.4	\$ 882.00	8.4	\$ 1,050.00	8.4	\$ 1,260.00	8.4	\$ 1,302.00	8.4	\$ 1,092.00	8.4	\$ 1,092.00	0	\$ -	0	\$ -	0	\$ -	64.8	\$ 9,090.00
Meeting		6		6		6		6		6		6		6		6		0		0		0			
Travel		2.4				2.4		2.4		2.4		2.4		2.4		2.4		0		0		0			
Update ROR		8	\$ 1,440.00	8	\$ 1,200.00	4	\$ 420.00	16	\$ 2,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	16	\$ 1,760.00	0	\$ -	0	\$ -	52	\$ 6,820.00
Input		8		8		4		16										16							
Review Risk Model		2	\$ 360.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 360.00
Review		2				0		0		0		0		0		0									
Constructability Review (CR)		44	\$ 7,920.00	44	\$ 6,600.00	28	\$ 2,940.00	0	\$ -	28	\$ 4,200.00	28	\$ 4,340.00	28	\$ 3,640.00	28	\$ 3,640.00	0	\$ -	0	\$ -	0	\$ -	228	\$ 33,280.00
Review		40		40		24		0		24		24		24		24									
Internal Collaboration		4		4		4		4		4		4		4		4									
Value Engineering Review (VER)		13	\$ 2,340.00	13	\$ 1,950.00	5	\$ 525.00	4	\$ 500.00	9	\$ 1,350.00	9	\$ 1,395.00	9	\$ 1,170.00	9	\$ 1,170.00	4	\$ 440.00	0	\$ -	0	\$ -	75	\$ 10,840.00
Review		8		8		4		4		8		8		8		8									
Internal Collaboration		1		1		1		1		1		1		1		1									
Cost Estimate		4		4		4		4										4							
Site Investigation		8	\$ 1,440.00	48	\$ 7,200.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	48	\$ 6,240.00	48	\$ 6,240.00	0	\$ -	0	\$ -	48	\$ 8,640.00	200	\$ 29,760.00
Site Investigation		0		40										40		40							40		
Report Findings		8		8										8		8							8		
Prepare Estimate		64	\$ 11,520.00	60	\$ 9,000.00	20	\$ 2,100.00	60	\$ 7,500.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	60	\$ 6,600.00	0	\$ -	0	\$ -	264	\$ 36,720.00
Prepare Estimate		60		60		20		60										60							
Distribute		4																							
Reconcile Estimate		8	\$ 1,440.00	0	\$ -	8	\$ 840.00	24	\$ 3,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	24	\$ 2,640.00	0	\$ -	0	\$ -	64	\$ 7,920.00
Reconcile		8				8		24										24							
Project Team Workshop		22.4	\$ 4,032.00	8	\$ 1,200.00	14.4	\$ 1,512.00	10.4	\$ 1,300.00	10.4	\$ 1,560.00	10.4	\$ 1,612.00	10.4	\$ 1,352.00	10.4	\$ 1,352.00	0	\$ -	0	\$ -	0	\$ -	96.8	\$ 13,920.00
Prepare & Follow up		12				4																			
Meeting		8		8		8		8		8		8		8		8									
Travel		2.4				2.4		2.4		2.4		2.4		2.4		2.4									
<b>60% Concept Design - Project 1</b>		11 days																							
60% Spec Review		2	\$ 360.00	4	\$ 600.00	2	\$ 210.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 360.00	10	\$ 1,530.00
Review & Follow up		2		4		2		0		0		0		0		0		0		0		2			
60% Plan Presentation Workshop		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Meeting (combined w/ Project 2)																		0							
Update ROR		2	\$ 360.00	2	\$ 300.00	0	\$ -	2	\$ 250.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 220.00	0	\$ -	0	\$ -	8	\$ 1,130.00
Input		2		2		2		2										2							
Review Risk Model		1	\$ 180.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1	\$ 180.00
Review		1																							
Constructability Review (CR)		9	\$ 1,620.00	9	\$ 1,350.00	0	\$ -	0	\$ -	9	\$ 1,350.00	9	\$ 1,395.00	0	\$ -	9	\$ 1,170.00	0	\$ -	0	\$ -	0	\$ -	45	\$ 6,885.00
Review		8		8				8		8		8		8		8									

Internal Collaboration		1		1					1		1				1										
Value Engineering Review (VER)		4	\$ 720.00	3	\$ 450.00	0	\$ -	3	\$ 375.00	0	\$ -	0	\$ -	0	\$ -	2	\$ 260.00	3	\$ 330.00	0	\$ -	0	\$ -	15	\$ 2,135.00
Review		2		2											2										
Internal Collaboration		1		1				1										1							
Cost Estimate		1						2																	
Prepare Estimate		6	\$ 1,080.00	4	\$ 600.00	1	\$ 105.00	16	\$ 2,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	24	\$ 2,640.00	0	\$ -	0	\$ -	51	\$ 6,425.00
Prepare Estimate		4		4		1		16										24							
Distribute		2																							
Reconcile Estimate		2	\$ 360.00	0	\$ -	0	\$ -	4	\$ 500.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 440.00	0	\$ -	0	\$ -	10	\$ 1,300.00
Reconcile		2						4										4							
Project Team Workshop		8.4	\$ 1,512.00	4	\$ 600.00	6.4	\$ 672.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	6.4	\$ 832.00	0	\$ -	0	\$ -	0	\$ -	25.2	\$ 3,616.00
Prepare & Follow up		2		0																					
Meeting		4		4		4									4										
Travel		2.4				2.4									2.4										
60% Concept Design - Project 2		22 days																							
60% Spec Review		8	\$ 1,440.00	8	\$ 1,200.00	8	\$ 840.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 720.00	28	\$ 4,200.00
Review & Follow up		8		8		8		0							0			0				4			
60% Plan Presentation Workshop		8.4	\$ 1,512.00	6	\$ 900.00	8.4	\$ 882.00	8.4	\$ 1,050.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	31.2	\$ 4,344.00
Meeting		6		6		6		6										0							
Travel		2.4				2.4		2.4										0							
Update ROR		8	\$ 1,440.00	8	\$ 1,200.00	4	\$ 420.00	8	\$ 1,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 880.00	0	\$ -	0	\$ -	36	\$ 4,940.00
Input		8		8		4		8		0		0		0				8							
Review Risk Model		1	\$ 180.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1	\$ 180.00
Review		1																							
Constructability Review (CR)		44	\$ 7,920.00	44	\$ 6,600.00	28	\$ 2,940.00	0	\$ -	28	\$ 4,200.00	28	\$ 4,340.00	28	\$ 3,640.00	28	\$ 3,640.00	0	\$ -	0	\$ -	0	\$ -	228	\$ 33,280.00
Review		40		40		24				24		24		24		24									
Internal Collaboration		4		4		4		4		4		4		4		4									
Value Engineering Review (VER)		26	\$ 4,680.00	26	\$ 3,900.00	6	\$ 630.00	10	\$ 1,250.00	6	\$ 900.00	6	\$ 930.00	6	\$ 780.00	6	\$ 780.00	9	\$ 990.00	0	\$ -	0	\$ -	101	\$ 14,840.00
Review		16		16		4				4		4		4		4									
Internal Collaboration		2		2		2		2		2		2		2		2		1							
Cost Estimate		8		8				8										8							
Prepare Estimate		28	\$ 5,040.00	24	\$ 3,600.00	16	\$ 1,680.00	40	\$ 5,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	40	\$ 4,400.00	0	\$ -	0	\$ -	148	\$ 19,720.00
Prepare Estimate		24		24		16		40										40							
Distribute		4																							
Reconcile Estimate		4	\$ 720.00	0	\$ -	4	\$ 420.00	8	\$ 1,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 880.00	0	\$ -	0	\$ -	24	\$ 3,020.00
Reconcile		4				4		8										8							
Project Team Workshop		22.4	\$ 4,032.00	12	\$ 1,800.00	14.4	\$ 1,512.00	0	\$ -	10.4	\$ 1,560.00	10.4	\$ 1,612.00	10.4	\$ 1,352.00	10.4	\$ 1,352.00	0	\$ -	10.4	\$ 1,144.00	0	\$ -	100.8	\$ 14,364.00
Prepare & Follow up		12		4		4																			
Meeting		8		8		8				8		8		8		8						8			
Travel		2.4				2.4				2.4		2.4		2.4		2.4						2.4			
90% Concept Design - Project 1		11 days																							
90% Spec Review		1	\$ 180.00	1	\$ 150.00	2	\$ 210.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 540.00
Review & Follow up		1		1		2																			
90% Plan Presentation Workshops		2	\$ 2,304.00	8	\$ 1,200.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	20.8	\$ 3,504.00
Meeting		4		4																					
Travel		2.4																							
Update ROR		1	\$ 180.00	1	\$ 150.00	1	\$ 105.00	1	\$ 125.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1	\$ 110.00	0	\$ -	0	\$ -	5	\$ 670.00
Input		1		1		1		1										1							
Review Risk Model		1	\$ 180.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1	\$ 180.00
Review		1																							
Constructability Review (CR)		5	\$ 900.00	5	\$ 750.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	5	\$ 650.00	5	\$ 650.00	0	\$ -	0	\$ -	0	\$ -	20	\$ 2,950.00
Review		4		4									4		4										
Internal Collaboration		1		1									1		1										
Value Engineering Review (VER)		3	\$ 540.00	2	\$ 300.00	0	\$ -	1	\$ 125.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1	\$ 110.00	0	\$ -	0	\$ -	7	\$ 1,075.00
Review		1		1																					
Internal Collaboration		1		1																					
Cost Estimate		1						1										1							
Prepare Estimate		3	\$ 540.00	2	\$ 300.00	1	\$ 105.00	4	\$ 500.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 440.00	0	\$ -	0	\$ -	14	\$ 1,885.00
Prepare Estimate		2		2		1		4										4							
Distribute		1																							
Reconcile Estimate		1	\$ 180.00	0	\$ -	0	\$ -	2	\$ 250.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 220.00	0	\$ -	0	\$ -	5	\$ 650.00
Reconcile		1		0				2										2							
Project Team Workshop		8.4	\$ 1,512.00	4	\$ 600.00	6.4	\$ 672.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	6.4	\$ 832.00	0	\$ -	0	\$ -	0	\$ -	25.2	\$ 3,616.00
Prepare & Follow up		2																							
Meeting		4		4		4									4										
Travel		2.4				2.4									2.4										

90% Concept Design - Project 2			18 days																						
90% Spec Review		4	\$ 720.00	4	\$ 600.00	2	\$ 210.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	10	\$ 1,530.00		
Review & Follow up		4		4		2																			
90% Plan Presentation Workshops	2	12.8	\$ 2,304.00	8	\$ 1,200.00	12.8	\$ 1,344.00	12.8	\$ 1,600.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	46.4	\$ 6,448.00		
Meeting		4		4		4		4						0		0									
Travel		2.4				2.4								0		0									
Update ROR		4	\$ 720.00	4	\$ 600.00	4	\$ 420.00	4	\$ 500.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 440.00	0	\$ -	0	\$ -	20	\$ 2,680.00
Input		4		4		4		4										4							
Review Risk Model		2	\$ 360.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 360.00
Review		2																							
Constructability Review (CR)		5	\$ 900.00	5	\$ 750.00	5	\$ 525.00	0	\$ -	0	\$ -	0	\$ -	5	\$ 650.00	5	\$ 650.00	0	\$ -	0	\$ -	0	\$ -	25	\$ 3,475.00
Review		4		4		4								4		4									
Internal Collaboration		1		1		1								1		1									
Value Engineering Review (VER)		7	\$ 1,260.00	5	\$ 750.00	3	\$ 315.00	1	\$ 125.00	0	\$ -	0	\$ -	3	\$ 390.00	3	\$ 390.00	0	\$ -	0	\$ -	0	\$ -	22	\$ 3,230.00
Review		4		4		2								2		2									
Internal Collaboration		1		1		1		1						1		1									
Cost Estimate		2																							
Prepare Estimate		6	\$ 1,080.00	4	\$ 600.00	2	\$ 210.00	16	\$ 2,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	16	\$ 1,760.00	0	\$ -	0	\$ -	44	\$ 5,650.00
Prepare Estimate		4		4		2		16										16							
Distribute		2																							
Reconcile Estimate		2	\$ 360.00	0	\$ -	0	\$ -	4	\$ 500.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 440.00	0	\$ -	0	\$ -	10	\$ 1,300.00
Reconcile		2						4										4							
Project Team Workshop		22.4	\$ 4,032.00	12	\$ 1,800.00	14.4	\$ 1,512.00	0	\$ -	0	\$ -	0	\$ -	10.4	\$ 1,352.00	10.4	\$ 1,352.00	0	\$ -	0	\$ -	0	\$ -	69.6	\$ 10,048.00
Prepare & Follow up		12		4		4																			
Meeting		8		8		8								8		8									
Travel		2.4				2.4								2.4		2.4									
100% Concept Design - Project 1																									
100% Spec Review		1	\$ 180.00	0	\$ -	1	\$ 105.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 285.00
Review & Follow up		1				1																			
100% Plan Review		1	\$ 180.00	1	\$ 150.00	1	\$ 105.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3	\$ 435.00
Review & Follow up		1		1		1																			
GMP Negotiation 7 days		4	\$ 720.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 720.00
Negotiation		4																							
100% Concept Design - Project 2																									
100% Spec Review		2	\$ 360.00	2	\$ 300.00	2	\$ 210.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	6	\$ 870.00
Review & Follow up		2		2		2																			
100% Plan Review		2	\$ 360.00	2	\$ 300.00	1	\$ 105.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	5	\$ 765.00
Review & Follow up		2		2		1																			
GMP Negotiation 7 days		8	\$ 1,440.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	8	\$ 1,440.00
Negotiation		8																							
Major Equipment Procurement																									
Belt Filter Press Assignment		4	\$ 720.00		\$ -	4	\$ 420.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	8	\$ 1,140.00
Belt Filter Press Submittal Review		2	\$ 360.00	4	\$ 600.00	2	\$ 210.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	8	\$ 1,170.00
<b>Reimbursables Cost + 15%</b>																									
Travel Expenses																							\$ 20,102.00		
Lodging	175	10	\$ 1,750.00		\$ -	6	\$ 1,050.00	4	\$ 500.00	4	\$ 600.00	4	\$ 620.00	4	\$ 520.00	4	\$ 520.00	2	\$ 220.00	0	\$ -	0	\$ -	38	\$ 5,780.00
Meals	25	40	\$ 1,000.00		\$ -	30	\$ 750.00	4	\$ 500.00	4	\$ 600.00	4	\$ 620.00	4	\$ 520.00	4	\$ 520.00	2	\$ 220.00	2	\$ 220.00	2	\$ 360.00	96	\$ 5,310.00
Fuel	60	40	\$ 2,400.00	20	\$ 1,200.00	15	\$ 900.00	2	\$ 250.00	2	\$ 300.00	2	\$ 310.00	2	\$ 260.00	2	\$ 260.00	2	\$ 220.00	1	\$ 110.00	1	\$ 180.00	89	\$ 6,390.00
Project Management Software																									
Procore	500	18	\$ 9,000.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	18	\$ 9,000.00
Insurance and Bonds																									
Insurance and Bonds	1.5%	1	\$ 6,707.82		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 6,707.82
																							<b>\$ 454,901.99</b>		

## Exhibit L- ADDITIONAL REQUIREMENTS OF THE STATE OF IDAHO:

**ADDITIONAL REQUIREMENTS OF THE STATE OF IDAHO:** The clauses 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 acknowledgment by the City that these clauses are relevant to the subject matter of this Agreement. Instead, these clauses are included solely to comply with Idaho state law.

- a. **Boycotting Israel:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Contractor employs ten (10) or more persons, then the 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).
- b. **Boycotting Certain Sectors:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Contractor employs ten (10) or more persons, then the 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.
- c. **Government of China:** 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.
- d. **Contract with Abortion Providers:** To the extent this Agreement is subject to the use of public funds, Contractor certifies that it is not, and will not, for the duration of this Agreement, become an abortion provider or an affiliate of an abortion provider as those terms are defined in the "No Public Funds for Abortions Act" (Idaho Code Title 18, Chapter 87).
- e. **Employment of Bona Fide Idaho Residents:** If this Agreement contemplates public works construction, Contractor agrees to employ ninety-five percent (95%) bona fide Idaho residents, as that term is defined in Idaho Code 44-1003, as employees on the **Solids Handling Improvements Project** in order to comply with the requirements of Chapter 10, Title 44, Idaho Code. If Contractor employs less than fifty (50) employees on the **Solids Handling Improvements Project**, Contractor may employ up to ten (10%) nonresidents on the **Solids Handling Improvements Project**. In all cases, Contractor agrees to give a preference to bona fide Idaho residents. The parties agree that if the **Solids Handling Improvements 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.

## **Exhibit M- Nondiscrimination Requirements**

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, 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, 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.

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# Procurement Contract Documents

For the

**City of Post Falls, Idaho**

**Belt Filter Press Dewatering  
Equipment Procurement**

OCTOBER 2025

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**OWNER**

City of Post Falls  
408 North Spokane Street  
Post Falls, ID 83854



**J-U-B ENGINEERS, INC.  
ENGINEER**

J-U-B ENGINEERS, INC.  
7825 Meadowlark Way  
Coeur d'Alene, ID 83815

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# Procurement Contract Documents

For the

## City of Post Falls, Idaho

### Belt Filter Press Dewatering Equipment Procurement

OCTOBER 2025



10/29/2025

**NOTICE AND DISCLAIMER**

THE PLANS AND/OR SPECIFICATIONS (DOCUMENTS) ARE THE PROPERTY OF J-U-B ENGINEERS, INC. ("J-U-B") AND BY USING THE DOCUMENTS YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS NOTICE AND DISCLAIMER.

THE USE OF THE DOCUMENTS CREATES NO DUTY IN CONTRACT, TORT, EQUITY OR OTHERWISE OF J-U-B TO THE USER. THE USER SHALL NOT (I) DISSEMINATE THE DOCUMENTS, OR ANY PART THEREOF, TO OTHERS WITHOUT THE WRITTEN CONSENT OF J-U-B, OR (II) USE THE DOCUMENTS, OR ANY PART THEREOF, FOR ANY USE OTHER THAN AS DESIGNATED HEREIN FOR THE INTENDED PROJECT. THE DOCUMENTS ARE NOT INTENDED FOR USE INCREASING DTM FOR GRADING OR EARTHWORK, SURVEY STAKING LAYOUT (UNLESS SPECIFICALLY IDENTIFIED AS SUCH IN THE DOCUMENTS), OR PROPERTY BOUNDARY LAYOUTS.

J-U-B AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY DAMAGES OR CLAIMS ARISING OUT OF THE UNAUTHORIZED USE OR MISUSE OF THE DOCUMENTS, OR ANY PART THEREOF, WHETHER SUCH DAMAGE OR CLAIM IS BASED IN CONTRACT, TORT OR OTHERWISE. THE USER HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD J-U-B AND ITS AGENTS HARMLESS FROM ANY DAMAGES OR CLAIMS ARISING OUT OF, OR RELATED IN ANY ORY TO, THE USER'S UNAUTHORIZED USE OR MISUSE OF THE DOCUMENTS, OR ANY PART THEREOF.

IF THE DOCUMENTS ARE PROVIDED IN ELECTRONIC FORMAT, THE ELECTRONIC DOCUMENTS ARE SUBJECT TO THE PROVISIONS OF J-U-B'S "ELECTRONIC DOCUMENT/DATA LIMITED LICENSE" FOUND AT EDOCS.JUB.COM.

City of Post Falls, Idaho

City of Post Falls: Belt Filter Press Dewatering Equipment Procurement Table of Contents

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**SECTION 1 – CONTRACT FORMS**

- Document P-520 – Agreement (Sample)
- Document C550 – Notice to Proceed (Sample)
- Notice to Commence Fabrication (Sample)
- Document P-610 – Performance Bond for Procurement Contract (Sample)
- Document P-625 – Buyer's Acknowledgement of Receipt of Goods (Sample)
- Document P-626 – Buyer's Notice Regarding Conformity of Goods (Sample)

**SECTION 2 – GENERAL CONDITIONS**

- Document P-700 – General Conditions

**SECTION 3 – SPECIAL PROVISIONS**

- Document P-800 – Supplementary Conditions

**SECTION 4 – TECHNICAL SPECIFICATIONS (DIVISIONS 1-43)**

- Section 01 33 00 – Submittal Procedures
- Section 01 65 00 – Commissioning of Systems
- Section 01 70 00 – Closeout Requirements
- Section 01 73 00 – Installation Operation and Maintenance
- Section 43 05 10 – Equipment General Provisions
- Section 46 76 33 – Sludge Dewatering Equipment

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# AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

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## AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

This Procurement Agreement is by and between City of Post Falls ("Buyer") and BDP Industries, Inc. ("Seller").

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

Buyer and Seller hereby agree as follows:

### ARTICLE 1—PROCUREMENT CONTRACT

#### 1.01 *Goods and Special Services*

- A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. The Goods and Special Services are generally described as follows: **Fabrication, delivery, and installation/startup services for a solids dewatering unit for the City of Post Falls Belt Filter Press Dewatering Equipment Procurement.**

#### 1.02 *The Project*

- A. The Project, of which the Goods and Special Services are a part, is generally described as follows: **Fabrication and delivery of a solids dewatering belt filter press unit and upgraded parts for existing belt filter press unit.**

#### 1.03 *Engineer*

- A. Buyer has retained **J-U-B ENGINEERS, INC.** ("Engineer"), to prepare Procurement Contract Documents and act as Buyer's representative. Engineer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services.

#### 1.04 *Point of Destination*

- A. The Point of Destination is designated as:
1. 2002 W Seltice Way, City of Post Falls, ID 83854

### ARTICLE 2—PROCUREMENT CONTRACT TIMES

#### 2.01 *Time of the Essence*

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

#### 2.02 *Schedule of Procurement Contract Times*

- A. The following schedule sets forth the Procurement Contract Times:

Milestone	Contract Days	Notes
Notice to Proceed	-	Issued by Buyer
Shop Drawing Submittal 1	56 day	Engineers Submittal review shall be complete and returned to Seller within 21 days.
CONTRACT MILESTONE 1: Shop Drawing Submittal 2 (resubmittal) (SEE PARAGRAPH 2.04 REGARDING LIQUIDATED DAMAGES ASSOCIATED WITH THIS MILESTONE)	21 days following receipt of Engineers Comments on Submittal 1	Seller shall achieve "No Exceptions Taken" final approved submittal status by this milestone.
Notice of Commencement of Fabrication (NTCF) (issued by Buyer)	7 days	Timeframe from receipt of final approved submittals for Buyer to issue NTCF
CONTRACT MILESTONE 2: Deliver acceptable Goods to Point of Destination (SEE PARAGRAPH 2.04 REGARDING LIQUIDATED DAMAGES ASSOCIATED WITH THIS MILESTONE)	410 days	The Construction Project will be bid in Spring 2026 with construction in 2026 and 2027. The Seller's equipment will be assigned to the Contractor. Delivery date shall be coordinated with the Contractor.
Notice of Completed Installation	-	Issued by Buyer when system has been installed and is ready for Seller to commence Special Services for Goods.
CONTRACT MILESTONE 3 Special Services for Goods (SEE PARAGRAPH 2.04 REGARDING LIQUIDATED DAMAGES ASSOCIATED WITH THIS MILESTONE)	60 days	Special Services shall be completed and system achieved Substantial Completion within the Contract Days defined. Shall be coordinated with the Contractor.
Readiness for Final Inspection and Acceptance of Goods and Special Services	30 days	System shall be complete and ready for Final acceptance within the Contract Days defined. Shall be coordinated with the Contractor.

2.03 *Shop Drawings and Samples*

- A. *Submittal of Shop Drawings and Samples:* Seller shall submit all Shop Drawings and Samples required by the Procurement Contract Documents to Engineer for its review and approval.
- B. *Engineer's Review:* It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 21 business days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is

needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

#### 2.04 *Liquidated Damages*

- A. Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the Contract Milestone times specified in Paragraph 2.02 (table), plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$500 for each day that expires after the time specified in Paragraph 2.02 for Milestone 1 (Approved Shop Drawings), and \$1,500 for each day that expires after the time specified in Paragraph 2.02 for MILESTONE 2 (Delivery of acceptable Goods) and MILESTONE 3 (Substantial Completion).

### ARTICLE 3—PROCUREMENT CONTRACT PRICE

#### 3.01 *Procurement Contract Price and Total Price*

- A. The Procurement Contract Price is comprised of the Lump Sum and Unit Price amounts set forth in the following paragraphs.
- B. Buyer shall pay Seller a Lump Sum of \$ 738,500.00 for furnishing the Goods and Special Services (other than any Unit Price Goods and Special Services) in accordance with the Procurement Contract Documents.
- C. The Total Price is \$ 738,500.00. Such Total Price is comprised of the Lump Sum amount (taking into account any accepted alternates), Unit Price Goods and Special Services amount (if any) (subject to final adjustment), and Buyer's Contingency Allowance (if any) (subject to final adjustment).

### ARTICLE 4—PAYMENT PROCEDURES

#### 4.01 *Submittal and Processing of Applications for Payment*

- A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

#### 4.02 *Progress Payments; Final Payment*

- A. Seller may submit an Application for Payment requesting the stated percentage of Procurement Contract Price upon attainment of each of the following Payment Line Items:

Payment Line Item (Lump Sum)	Percentage of Lump Sum
1. Receipt of Approval of Shop Drawings and Samples (Milestone 1)	10%
2. Notice to Commencement of Fabrication	30%
3. Completion of acceptable factory testing (if any)	5%
4. Delivery of Goods to Point of Destination in accordance with the Procurement Contract Documents (Milestone 2)	45%
5. Completion of Special Services (Substantial Completion) in accordance with Procurement Contract Documents (Milestone 3)	5%
6. Final Payment: Correction of non-conformities, provision of final Operations and Maintenance manuals, submittal of warranties and other final documentation required by the Procurement Contract Documents	5%
Total Procurement Contract Price (Lump Sum)	100%

- B. Prior to the assignment of the contract to the Contractor/Assignee, Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after Engineer's presentation to Buyer of the Application for Payment and Engineer's recommendation.

#### ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT

##### 5.01 *Assignment of Contract*

- A. Buyer has the right to assign this Procurement Contract for furnishing Goods and Special Services, but only to a person or entity with sufficient apparent ability to satisfy all of Buyer's obligations under this Procurement Contract, and Seller hereby consents to such assignment. Forms documenting the assignment of the Procurement Contract, and consent of Seller's surety to the assignment, have been executed by Buyer, Seller, and Seller's surety, and are attached as exhibits to this Procurement Agreement. If so, assigned the following provisions apply:
- The Procurement Contract is initially executed in the name of the entity identified herein as Buyer, and will be assigned by such Buyer (as assignor) to a construction contractor (Contractor/Assignee) designated by such Buyer. The assignment will occur on the effective date of the construction contract between such Buyer (Project Owner) and the Contractor/Assignee, which is expected to occur on or about Mid-Year 2026. Commencing on the date of acceptance of assignment by the Contractor/Assignee, all references in the Procurement Contract to "Buyer" shall mean the designated Contractor/Assignee.
  - The assignment of this Procurement Contract relieves the assignor from all further obligations and liabilities under this Procurement Contract. After assignment, Seller shall become a subcontractor or supplier to the Contractor/Assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Procurement Contract become the rights, duties, and obligations of the Contractor/Assignee.
  - After assignment:
    - The Procurement Drawings and Procurement Specifications, and any modifying Addenda will become "Contract Documents" under the construction contract.

- b. If the Procurement Drawings or Procurement Specifications, as "Contract Documents" under the construction contract, are duly modified under such construction contract, then Seller and Contractor/Assignee shall enter into a corresponding Change Order under the applicable provisions of this Procurement Contract.
- c. The Procurement Drawings and Procurement Specifications may not be modified by Seller or Contractor/Assignee, singly or in tandem, except as such Procurement Drawings or Procurement Specifications, as "Contract Documents" under the construction contract, have been duly modified under such construction contract.
- d. All performance warranties, guarantees, and indemnifications required by the Procurement Contract will continue to run for the benefit of assignor (Project Owner) and, in addition, for the benefit of the Contractor/Assignee. However, if assignor (Project Owner) and Contractor/Assignee make the same warranty or guarantee claim, then Seller shall only be liable once for such claim. Other than its remedies under such warranties, guarantees, and indemnifications, assignor will not retain direct rights under this Procurement Contract, but will have rights and remedies as a party to the construction contract, whose scope of work will encompass the Procurement Drawings, Procurement Specifications, and modifying Addenda; provided, however, that any limitations on Seller's liability in this Procurement Contract will continue to bind the original Buyer (assignor) after assignment.
- e. The Contractor/Assignee shall have all the rights of the Buyer under the Performance Bond and Payment Bond.
- f. Seller shall submit all Applications for Payment directly to Contractor/Assignee.
  - 1) Contractor/Assignee shall review each Application for Payment promptly, determine the amount that Contractor/Assignee approves for payment, and then include the amount approved in the next application for payment submitted to Project Owner (or Engineer) under the construction contract.
  - 2) Contractor/Assignee shall pay Seller within 60 days following Engineers review and recommendation of payment and having achieved the Milestone requirements for progress payment defined in the Procurement Agreement Article 4.02.
  - 3) After assignment Engineer will review, approve, or deny the content of Applications for Payment under the Procurement Contract only to the extent that Contractor/Assignee, as construction contractor, has incorporated such content into payment applications that Engineer reviews under the construction contract.
- g. The Contractor/Assignee shall have all the rights of the Buyer under any pending Claim by Buyer.
- h. All Claims and supporting documentation will be submitted directly by the claimant party (either Buyer or Seller), to the other party, without submittal to Engineer.

- 1) The other party will render a response in writing within 30 days of receipt of the last submittal of claimant.
  - 2) If the other party does not render a written response to a Claim within 30 days after receipt of the last submittal of the claimant, the other party shall be deemed to have approved the Claim in its entirety.
  - 3) The other party's written response to a Claim, or the approval of the Claim in its entirety as a function of failure to respond within 30 days, will be final and binding upon Buyer and Seller 30 days after it is issued, unless within such 30 days of issuance either Buyer or Seller appeals the result by initiating the mediation of the Claim in accordance with the dispute resolution procedures set forth in Paragraph 12.02 of the General Conditions.
  - 4) Any Claim by Seller that Contractor/Assignee may choose to submit, present, or forward to Project Owner must be submitted to Buyer within sufficient time for Contractor/Assignee to preserve its rights under the construction contract, notwithstanding any procedures or time limits in this Procurement Contract.
    - i. Seller's recovery of additional cost, time, or both cost and time for any Claim attributable to the Project Owner will be limited to the proportionate recovery by Contractor/Assignee against Project Owner for such Claim. Seller will cooperate and assist Contractor/Assignee in pursuing any Claim by Contractor/Assignee against Project Owner on behalf of Seller, including the timely preparation and delivery of supporting documentation.
    - j. If the pursuit of any claim by Contractor/Assignee against Project Owner on Seller's behalf requires the expenditure by Contractor/Assignee of legal or consulting fees, or results in litigation, arbitration, or any dispute resolution procedures, Seller agrees to pay for a proportionate share of attorneys' fees, consultant fees, and litigation, arbitration, and other resolution costs incurred by Contractor/Assignee in pursuing the claim on behalf of Seller, based upon the amount claimed by Seller as compared to the total value of the claim pursued by the Contractor/Assignee.
    - k. All rights, duties, and obligations of Engineer to Contractor/Assignee and Seller under this Procurement Contract will cease.
    - l. Subject to the foregoing provisions, all references in the Procurement Contract to submitting items to Engineer, or to Engineer having tasks or obligations, will be read after such an assignment as requiring submittal to Contractor/Assignee, or as Contractor/Assignee having such tasks or obligations (which Contractor/Assignee may delegate when appropriate).
- B. No other assignment by a party hereto of any rights under or interests in the Procurement Contract will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release

or discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

#### ARTICLE 6—PROCUREMENT CONTRACT DOCUMENTS

##### 6.01 *List of Procurement Contract Documents*

- A. The Procurement Contract Documents consist of the following:
1. This Procurement Agreement.
  2. General Conditions of the Procurement Contract.
  3. Supplementary Conditions of the Procurement Contract.
  4. Procurement Specifications as listed in the Procurement Specifications table of contents.
  5. Addenda Numbers     X     to     X    , inclusive.
  6. Bonds:
    - a. Performance bond (together with power of attorney).
  7. Exhibits to this Procurement Agreement (enumerated as follows):
    - a. Exhibit A, Assignment of Contract, Consent to Assignment, and Acceptance of Assignment.
    - b. Exhibit B, Surety's Consent to Assignment.
    - c. Documentation submitted by Seller; and
  8. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
    - a. Change Orders;
    - b. Change Directives; and
    - c. Field Orders.
- B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).
- C. There are no Procurement Contract Documents other than those listed above.
- D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

#### ARTICLE 7—SELLER'S REPRESENTATIONS AND CERTIFICATIONS

##### 7.01 *Seller's Representations*

- A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
1. Seller has examined and carefully studied the Procurement Contract Documents.

2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

#### 7.02 Seller's Certifications

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Contract.

## ARTICLE 8—CONFIDENTIALITY

### 8.01 Confidential Information

- A. Confidential information is information in documents submitted by Seller that Seller clearly and prominently labels in writing to be a trade secret, proprietary, or confidential. Such documents, if any, will be maintained in a manner that endeavors to avoid disclosing confidential information to third parties, to the extent allowed by Laws and Regulations.
- B. Seller shall clearly and prominently mark confidential information with the word "CONFIDENTIAL" on each page or sheet or on the cover of bound documents. Place "CONFIDENTIAL" stamps or watermarks so that they do not obscure any of the required information on the document, either in the original or in a way that would obscure any of the required information in a photocopy of the document.

### 8.02 Disclosure of Confidential Information

- A. If Buyer is requested to disclose confidential information, or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, public information requests, or other requests under Laws and Regulations) to disclose confidential information, or is required by a regulatory body, governing agency, or controlling authority to disclose confidential information, or make any other disclosure that is prohibited or otherwise constrained by the Procurement Contract, Buyer will provide Seller with prompt notice so Seller may seek an appropriate protective order or other remedy. Seller will be solely responsible for submitting to the regulatory body, governing agency, or controlling authority any arguments, briefs, memoranda, motions, authorities, or other information in opposition to disclosure.
- B. Buyer's obligations with respect to confidential information are nullified by the following exceptions:
  - 1. Confidential information becomes a part of the public domain through publication or otherwise, through no fault of the Buyer;
  - 2. Buyer can demonstrate through suitable documentation that the confidential information was already in the Buyer's possession, and not previously marked as confidential, or was otherwise publicly available prior to the Effective Date of the Procurement Contract;
  - 3. The confidential information is subsequently and independently disclosed to the Buyer by a third party who has a lawful right to disclose such information;
  - 4. Buyer has a good faith belief that disclosure is required or justified; or
  - 5. Buyer is required to disclose the confidential information by court order or by applicable Laws and Regulations.

### 8.03 Waiver of Immunity

- A. Notwithstanding any other provision of the Procurement Contract, it is stipulated and agreed that by accepting confidential information, Buyer has not and does not waive its legal immunity (if any) from suit or liability.

## ARTICLE 9—MUTUAL WAIVER

### 9.01 *Mutual Waiver of Consequential Damages*

Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Procurement Contract. If Buyer (Project Owner) assigns this Procurement Contract to a construction contractor (Contractor/Assignee), then the terms of this Paragraph 9.01.A will be binding upon the Contractor/Assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following:

(a) contribution or indemnification, (b) liquidated damages, (c) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (d) intentional or reckless wrongful conduct, or (e) rights conferred by any bond provided by Seller under this Procurement Contract.

## Article 10 - ADDITIONAL REQUIREMENTS OF THE STATE OF IDAHO

### 10.01 *Additional Requirements of the State of Idaho*

The clauses 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 acknowledgment by the City that these clauses are relevant to the subject matter of this Agreement. Instead, these clauses are included solely to comply with Idaho state law.

- a. **Boycotting Israel:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Contractor employs ten (10) or more persons, then the 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).
- b. **Boycotting Certain Sectors:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Contractor employs ten (10) or more persons, then the 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.
- c. **Government of China:** 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.
- d. **Contract with Abortion Providers:** To the extent this Agreement is subject to the use of public funds, Contractor certifies that it is not, and will not, for the duration of this Agreement, become an abortion provider or an affiliate of an abortion provider as those terms are defined in the "No Public Funds for Abortions Act" (Idaho Code Title 18, Chapter 87).
- e. **Employment of Bona Fide Idaho Residents:** If this Agreement contemplates public works construction, Contractor agrees to employ ninety-five percent (95%) bona fide Idaho residents, as

that term is defined in Idaho Code 44-1003, as employees on < **City of Post Falls Belt Filter Press Dewatering Equipment Procurement** > in order to comply with the requirements of Chapter 10, Title 44, Idaho Code. If Contractor employs less than fifty (50) employees on < **City of Post Falls Belt Filter Press Dewatering Equipment Procurement** >, Contractor may employ up to ten (10%) nonresidents on < **City of Post Falls Belt Filter Press Dewatering Equipment Procurement** >. In all cases, Contractor agrees to give a preference to bona fide Idaho residents. The parties agree that if < **City of Post Falls Belt Filter Press Dewatering Equipment Procurement** > 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.

## **Article 11 - Nondiscrimination Requirements**

### *11.01 Nondiscrimination Requirements*

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/supplier, 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, 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, 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.

IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement. Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Contract is October 31, 2025.

Buyer

City of Post Falls  
(typed or printed name of organization)

By: [Signature]  
(individual's signature)

Date: 11/2/25  
(date signed)

Name: Bonnie Jacobson  
(typed or printed)

Title: Mayor  
(typed or printed)

Attest: [Signature]  
(individual's signature)

Title: City Clerk  
(typed or printed)

Address for giving notices:

408 N. Spokane St  
Post Falls, ID 83854

Designated Representative:

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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

Seller

BDP Industries, Inc.  
(typed or printed name of organization)

By: [Signature]  
(individual's signature)

Date: 10/31/25  
(date signed)

Name: Dan Fronhofer  
(typed or printed)

Title: Vice President  
(typed or printed)

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

Attest: [Signature]  
(individual's signature)

Title: President  
(typed or printed)

Address for giving notices:

P.O. Box 118  
354 State Route 29  
Greenwich, NY 12834

Designated Representative:

Name: John Simon - Goble Sampson  
(typed or printed)

Title: Sales Representative  
(typed or printed)

Address: \_\_\_\_\_

22526 SE 64th Place

Suite 240

Issaquah, WA 98027

Phone: (425) 736-4584

Email: jsimon@goblesampson.com

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**EXHIBIT A—ASSIGNMENT OF PROCUREMENT CONTRACT, CONSENT TO ASSIGNMENT, AND ACCEPTANCE OF ASSIGNMENT**

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This assignment will be effective on the effective date of the construction contract between Buyer (as "Owner") and Contractor/Assignee (as "Contractor").

The Procurement Contract between **City of Post Falls** ("Buyer") and \_\_\_\_\_ ("Seller") for furnishing Goods and Special Services entitled **Belt Filter Press Dewatering Equipment Procurement** (Procurement Contract) is hereby assigned, transferred, and set over to Contractor/Assignee, as assignee, by Buyer, as assignor. Upon assignment the Contractor/Assignee shall have the duties, rights, and obligations of Buyer under the terms of the Procurement Contract, and will be responsible to Owner under the construction contract for the performance of obligations by Seller, which will become a Subcontractor or Supplier to Contractor/Assignee. Buyer, Seller, and Contractor/Assignee hereby acknowledge and agree to be bound by the terms and conditions of assignment set forth in Article 5 of the Agreement Between Buyer and Seller for Procurement Contract.

**Assignment Made by Buyer**

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*(individual's signature) (date signed)*

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
*(typed or printed) (typed or printed)*

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

**Assignment Acknowledged and Accepted by Seller**

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*(individual's signature) (date signed)*

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
*(typed or printed) (typed or printed)*

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

**Assignment Accepted by Contractor/Assignee**

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*(individual's signature) (date signed)*

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
*(typed or printed) (typed or printed)*

*If Contractor/Assignee is a corporation, attach evidence of authority to sign.*

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**EXHIBIT B—SURETY'S CONSENT TO ASSIGNMENT**

---

Surety hereby acknowledges, agrees, and consents that the Procurement Contract for furnishing Goods and Special Services entitled **Belt Filter Press Dewatering Equipment Procurement** by and between **City of Post Falls** ("Buyer") and \_\_\_\_\_ ("Seller") may be assigned, transferred, and set over to \_\_\_\_\_ ("Contractor/Assignee"), in accordance with Article 5 and Exhibit A of the Agreement between Buyer and Seller for Procurement Contract.

Surety further agrees that, upon assignment of the Procurement Contract, the Contractor/Assignee shall have all the rights of the Buyer under the Procurement Performance Bond and Procurement Payment Bond.

**Agreement to Assignment Acknowledged and Accepted by Surety**

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*(individual's signature)* *(date signed)*

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
*(typed or printed)* *(typed or printed)*

Attach Power of Attorney.

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## NOTICE TO PROCEED

Owner: City of Post Falls Owner's Project No.: \_\_\_\_\_  
Engineer: J-U-B Engineers, Inc. Engineer's Project No.: 93-25-006  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: City of Post Falls: Belt Filter Press Dewatering Equipment Procurement  
Contract Name: \_\_\_\_\_  
Effective Date of Contract: \_\_\_\_\_

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement: **[Select one of the following two alternatives, insert dates or number of days, and delete the other alternative.]**

The date by which Substantial Completion must be achieved is **[date for Substantial Completion, from Agreement]**, and the date by which readiness for final payment must be achieved is **[date for readiness, from Agreement]**.

**[or]**

The number of days to achieve Substantial Completion is **[number of days, from Agreement]** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **[number of days, from Agreement]** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

**[Note any access limitations, security procedures, or other restrictions]**

Owner: City of Post Falls  
By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Issued: \_\_\_\_\_  
Copy: Engineer

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## NOTICE TO COMMENCE FABRICATION

Owner: City of Post Falls Owner's Project No.: \_\_\_\_\_  
Engineer: J-U-B ENGINEERS, Inc. Engineer's Project No.: 93-25-006  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: City of Post Falls: Belt Filter Press Dewatering Equipment Procurement  
Contract Name: \_\_\_\_\_  
Effective Date of Contract: \_\_\_\_\_

Owner hereby notifies Seller to proceed with Fabrication of Goods under this agreement and that the Construction Phase can proceed, as outlined in the milestones in the Procurement Agreement.

Owner: **City of Post Falls**  
By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Issued: \_\_\_\_\_

Seller: **[Full formal name of Seller]**  
By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Issued: \_\_\_\_\_

Copy: Engineer

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## PERFORMANCE BOND FOR PROCUREMENT CONTRACT

<b>Seller</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Buyer</b> Name: <b>City of Post Falls, Idaho</b> Mailing address <i>(principal place of business)</i> : <b>408 North Spokane Street</b> <b>Post Falls, ID 83854</b>	<b>Procurement Contract</b> Description <i>(name and location)</i> : <b>City of Post Falls: Belt Filter Press Dewatering Equipment Procurement</b>  Procurement Contract Price: \$ Effective Date of Procurement Contract:
<b>Bond</b> Bond Amount: \$ Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Procurement Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 15	
Surety and Seller, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Seller as Principal	Surety
<i>(Full formal name of Seller)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Seller, Surety, Buyer, or other party is considered plural where applicable.	

1. The Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Buyer for the performance of the Procurement Contract, which is incorporated herein by reference.
2. If the Seller performs the Procurement Contract, the Surety and the Seller shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Buyer Default under the Procurement Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Buyer first provides notice to the Seller and the Surety that the Buyer is considering declaring a Seller Default. Such notice may indicate whether the Buyer is requesting a conference among the Buyer, Seller, and Surety to discuss the Seller's performance. If the Buyer does not request a conference, the Surety may, within five (5) business days after receipt of the Buyer's notice, request such a conference. If the Surety timely requests a conference, the Buyer shall attend. Unless the Buyer agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Buyer's notice. If the Buyer, the Seller, and the Surety agree, the Seller shall be allowed a reasonable time to perform the Procurement Contract, but such an agreement does not waive the Buyer's right, if any, subsequently to declare a Seller Default;
  - 3.2. The Buyer declares a Seller Default, terminates the Procurement Contract, and notifies the Surety; and
  - 3.3. The Buyer has agreed to pay the Balance of the Procurement Contract Price in accordance with the terms of the Procurement Contract to the Surety or to a seller selected to perform the Procurement Contract.
4. Failure on the part of the Buyer to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Buyer has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Seller, with the consent of the Buyer, to perform and complete the Procurement Contract;
  - 5.2. Undertake to perform and complete the Procurement Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified sellers acceptable to the Buyer for a contract for performance and completion of the Procurement Contract, arrange for a contract to be prepared for execution by the Buyer and a seller selected with the Buyer's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Procurement Contract, and pay to the Buyer the amount of damages as described in Paragraph 7 in excess of the Balance of the Procurement Contract Price incurred by the Buyer as a result of the Seller Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new seller, and with reasonable promptness under the circumstances:
    - 5.4.1. After investigation, determine the amount for which Surety may be liable to the Buyer and, as soon as practicable after the amount is determined, make payment to the Buyer; or

- 5.4.2. Deny liability in whole or in part and notify the Buyer, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the Buyer to the Surety demanding that the Surety perform its obligations under this Bond, and the Buyer shall be entitled to enforce any remedy available to the Buyer. If the Surety proceeds as provided in Paragraph 5.4, and the Buyer refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Buyer shall be entitled to enforce any remedy available to the Buyer.
  7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Buyer will not be greater than those of the Seller under the Procurement Contract, and the responsibilities of the Buyer to the Surety will not be greater than those of the Buyer under the Procurement Contract. Subject to the commitment by the Buyer to pay the Balance of the Procurement Contract Price, the Surety is obligated, without duplication for:
    - 7.1. the responsibilities of the Seller for correction of defective or non-conforming Goods and Special Services, and completion of the Procurement Contract;
    - 7.2. additional legal, design professional, and delay costs resulting from the Seller's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
    - 7.3. liquidated damages, or if no liquidated damages are specified in the Procurement Contract, actual damages caused by delayed performance or non-performance of the Seller.
  8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
  9. The Surety shall not be liable to the Buyer or others for obligations of the Seller that are unrelated to the Procurement Contract, and the Balance of the Procurement Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Buyer or its heirs, executors, administrators, successors, and assigns.
  10. The Surety hereby waives notice of any change, including changes of time, to the Procurement Contract or to related subcontracts, purchase orders, and other obligations.
  11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction where the Point of Destination is located and must be instituted within two years after a declaration of Seller Default, or within two years after the Seller ceased working, or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
  12. Notice to the Surety, the Buyer, or the Seller must be mailed or delivered to the address shown on the page on which their signature appears.
  13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Point of Destination, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
  14. Definitions
    - 14.1. *Balance of the Procurement Contract Price*—The total amount payable by the Buyer to the Seller under the Procurement Contract after all proper adjustments have been made including

allowance for the Seller for any amounts received or to be received by the Buyer in settlement of insurance or other claims for damages to which the Seller is entitled, reduced by all valid and proper payments made to or on behalf of the Seller under the Procurement Contract.

- 14.2. *Buyer Default*—Failure of the Buyer, which has not been remedied or waived, to pay the Seller as required under the Procurement Contract or to perform and complete or comply with the other material terms of the Procurement Contract.
  - 14.3. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, as defined in the Procurement Contract.
  - 14.4. *Point of Destination*—The location where delivery of the Goods shall be made, as stated in the Procurement Contract.
  - 14.5. *Procurement Contract*—The contractual agreement between the Buyer and Seller identified on the cover page, including all Procurement Contract Documents and changes made to the Procurement Contract.
  - 14.6. *Seller Default*—Failure of the Seller, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Procurement Contract.
  - 14.7. *Procurement Contract Documents*—All the documents that comprise the contractual agreement between the Buyer and Seller.
15. Modifications to this Bond are as follows: **None**

## BUYER'S ACKNOWLEDGMENT OF RECEIPT OF GOODS

Buyer: City of Post Falls, ID Buyer's Project No.:  
Engineer: J-U-B ENGINEERS, Inc. Engineer's Project No.: 93-25-006  
Seller: Seller's Project No.:  
Project: City of Post Falls: Belt Filter Press Dewatering Equipment Procurement  
Contract Name:

This Buyer's Acknowledgment of Receipt of Goods (Acknowledgment) applies to:

- All Goods       The following specified portions of the Goods:

Date of delivery of the Goods to the Point of Destination: \_\_\_\_\_ (date)

Date of Buyer's visual inspection of the Goods: \_\_\_\_\_ (date)

Date of this Acknowledgment: \_\_\_\_\_ (date)

Buyer acknowledges:

1. The Goods to which this notice applies have been delivered to the Point of Destination.
2. Buyer has visually inspected such Goods pursuant to Paragraph 9.02.B.1 of the General Conditions of the Procurement Contract.
3. Based on the visual inspection, such Goods appear to comply with the requirements of the Procurement Contract Documents as to quantities and condition, subject to any exceptions and limitations in this Acknowledgment.
4. Such Goods are deemed received for purposes of Paragraph 9.02.B.2 of the General Conditions of the Procurement Contract.
5. Seller may submit its Application for Payment for the delivered Goods, subject to the terms of the Procurement Agreement.

Exceptions (if any) to this Acknowledgment:  None       As follows:

The responsibilities between Buyer and Seller for securing and storing the Goods, maintaining the Goods during storage, and for furnishing the Special Services, shall be as provided in the Procurement Contract.

The following documents are attached to and made a part of this Acknowledgment:

This Acknowledgment does not constitute an acceptance of any Goods not in conformance with the Procurement Contract Documents, nor is it a release of Seller's obligation to furnish all Goods and Special Services in accordance with the Procurement Contract.

**Buyer**

**Engineer, on behalf of Buyer**

By (signature): \_\_\_\_\_

\_\_\_\_\_

Name (Printed): \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

## BUYER'S NOTICE REGARDING CONFORMITY OF GOODS AND SPECIAL SERVICES

Buyer: City of Post Falls, Idaho  
Engineer: J-U-B ENGINEERS, Inc.  
Seller: Buyer's Project No.:  
Project: City of Post Falls: Belt Filter Press Dewatering Equipment Procurement  
Contract Name: Engineer's Project No.: 93-25-006  
Notice Date: Seller's Project No.:  
Effective Date of the Procurement Contract:

Buyer hereby gives notice to Seller that, to the best of Buyer's knowledge, information, and belief, the Goods and Special Services:

- Are in conformance with the Procurement Contract Documents. Upon Seller's submittal of its final Application for Payment in accordance with the Procurement Contract Documents, Seller will be eligible for final payment, except as expressly indicated in the Procurement Contract.
- Are nonconforming with the Procurement Contract Documents for the following reason(s):
  - 1.

Seller's Special Services were completed on: \_\_\_\_\_ (date)

Buyer has consulted with and received Engineer's recommendation on conformity of the Goods and Special Services.

This Buyer's Notice Regarding Conformity of Goods and Special Services (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice does not relieve Seller of any surviving obligations under the Procurement Contract and is subject to Buyer's reservations of rights with respect to completion and final payment.

**Buyer**

By (signature): \_\_\_\_\_ Name (Printed): \_\_\_\_\_  
Date: \_\_\_\_\_ Title: \_\_\_\_\_

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# STANDARD GENERAL CONDITIONS OF THE PROCUREMENT CONTRACT

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## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Whenever used in the Procurement Bidding Requirements or Procurement Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated, which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Procurement Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Procurement Contract Documents.
  2. *Application for Payment*—The document prepared by Seller, in a form acceptable to Buyer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Procurement Contract Documents.
  3. *Bid*—An offer or proposal of a prospective Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.
  4. *Bidder*—An individual or entity that, as a prospective Seller, submits a Bid to Buyer.
  5. *Buyer*—The individual or entity purchasing the Goods and Special Services.
  6. *Change Directive*—A written directive from Buyer to Seller issued on or after the Effective Date of the Procurement Contract, ordering an addition, deletion, or revision in the Goods and Special Services.
  7. *Change Order*—A document which is signed by Seller and Buyer and authorizes an addition, deletion, or revision to the Procurement Contract Documents or an adjustment in the Procurement Contract Price or the Procurement Contract Times, issued on or after the Effective Date of the Procurement Contract. Change Orders may be the result of mutual agreement by Buyer and Seller, or of resolution of a Claim.
  8. *Claim*—A demand or assertion by Buyer or Seller seeking an adjustment of Procurement Contract Price or Procurement Contract Times, or both, or other relief with respect to the terms of the Procurement Contract. A demand for money or services by a third party is not a Claim.
  9. *Contractor/Assignee*—A construction contractor with which Project Owner enters into a construction contract, and to which Project Owner, as initial Buyer, assigns this Procurement Contract.
  10. *Effective Date of the Procurement Contract*—The date indicated in the Procurement Agreement on which the Procurement Contract becomes effective.
  11. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

12. *Electronic Means*—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: the transmission or communication of Electronic Documents; the documentation of transmissions, including sending and receipt; printing of the transmitted Electronic Document by the recipient; the storage and archiving of the Electronic Document by sender and recipient; and the use by recipient of the Electronic Document for purposes permitted by this Procurement Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
13. *Engineer*—The individual or entity designated as such in the Procurement Agreement.
14. *Field Order*—A written order issued by Engineer which requires minor changes in the Goods or Special Services, but which does not involve a change in the Procurement Contract Price or Procurement Contract Times.
15. *Goods*—The tangible and movable personal property that is described in the Procurement Contract Documents, regardless of whether the property is to be later attached to realty.
16. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and Special Services, if any, as defined herein. This term refers to both the Goods and the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.
17. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
18. *Milestone*—A principal event specified in the Procurement Contract that Seller must attain by the date or within the number of days indicated, including but not limited to the delivery of the Goods and the furnishing of Special Services.
19. *Notice of Award*—The written notice, by Buyer to a Bidder, of Buyer's acceptance of the Bid.
20. *Point of Destination*—The specific address of the location where delivery of the Goods will be made, as stated in the Procurement Agreement.
21. *Procurement Agreement*—The written instrument, executed by Buyer and Seller, that sets forth the Procurement Contract Price and Procurement Contract Times, identifies the parties and the Engineer, and designates the specific items that are Procurement Contract Documents.
22. *Procurement Bidding Documents*—The Procurement Bidding Requirements and the proposed Procurement Contract Documents (including all Addenda).
23. *Procurement Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and Bid Form with any supplements.
24. *Procurement Contract*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services.

25. *Procurement Contract Documents*—Those items so designated in the Procurement Agreement, and which together comprise the Procurement Contract. Shop Drawings and other Seller submittals are not Procurement Contract Documents, even if accepted, reviewed, or approved by Engineer or Buyer.
26. *Procurement Contract Price*—The money that Buyer has agreed to pay Seller for furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.
27. *Procurement Contract Times*—The times stated in the Procurement Agreement by which the Goods must be delivered, Special Services must be furnished, and other Milestones must be attained.
28. *Procurement Drawings*—That part of the Procurement Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by Seller. Shop Drawings and other Seller submittals are not Procurement Drawings as so defined.
29. *Procurement Specifications*—That part of the Procurement Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods and Special Services, and certain administrative requirements and procedural matters applicable thereto.
30. *Project*—The total undertaking to be accomplished for Project Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Goods and Special Services are a part.
31. *Project Owner*—The entity that has retained (or will retain) engineers, contractors, and others for the planning, study, design, construction, testing, commissioning, and start-up of facilities and improvements. As of the Effective Date of the Procurement Contract, the Project Owner is the Buyer.
32. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.
33. *Schedule of Submittals*—A schedule, prepared and maintained by Seller, of required Submittals and the time requirements for Engineer's review of the Submittals.
34. *Seller*—The individual or entity furnishing the Goods and Special Services.
35. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods and Special Services. Shop Drawings, whether approved or not, are not Procurement Drawings and are not Procurement Contract Documents.
36. *Special Services*—Services to be performed by Seller (or its agents or subcontractors) in association with the Goods to be furnished by Seller, as required by the Procurement Contract Documents.
37. *Submittal*—A written or graphic document, prepared by or for Seller, which the Procurement Contract Documents require Seller to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals

may include Shop Drawings and Samples; schedules; product data; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or site quality-control testing and inspections; warranties and certifications; suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; record documents; and other such documents required by the Procurement Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Procurement Contract Documents. Change proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. *Successful Bidder*—The Bidder whose Bid the Buyer accepts, and to which Buyer makes an award of the Procurement Contract.
39. *Supplementary Conditions*—The part of the Procurement Contract that amends or supplements these General Conditions.
40. *Unit Price Goods and Special Services*—Goods and Special Services to be paid for on the basis of unit prices (if any).

#### 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B and 1.02.C are not defined, but have the indicated meanings when used in the Bidding Requirements or Procurement Contract Documents.
- B. *Intent of Certain Terms or Adjectives*
  1. The Procurement Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Goods and Special Services. It is intended that such exercise of professional judgment, action, or determination will be commercially reasonable and will be solely to evaluate, in general, the Goods and Special Services for compliance with the requirements of and information in the Procurement Contract Documents and conformance with the design concept of the completed Project as a functioning whole, as shown or indicated in the Procurement Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective will not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing of Goods or Special Services or any duty or authority to undertake responsibility contrary to any other provision of the Procurement Contract Documents.
  2. The word "non-conforming" when modifying the words "Goods and Special Services," "Goods," or "Special Services," refers to Goods and Special Services that are unsatisfactory, faulty, or deficient in that they:
    - a. do not conform to or comply with the requirements of the Procurement Contract Documents;
    - b. do not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Procurement Contract Documents; or

- c. in the case of Special Services, have not been completed.
  - 3. The word "receipt" when referring to the Goods, means the physical taking and possession by the Buyer under the conditions specified in Paragraph 9.02.B.2.
  - 4. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
  - 5. The word "furnish," when used in connection with the Goods and Special Services means to supply and deliver said Goods to the Point of Destination (or some other specified location) and to perform said Special Services fully, all in accordance with the Procurement Contract Documents.
- C. *Procurement Contract Price or Procurement Contract Times:* References to a change in "Procurement Contract Price or Procurement Contract Times" or "Procurement Contract Times or Procurement Contract Price" or similar, indicate that such change applies to (1) Procurement Contract Price, (2) Procurement Contract Times, or (3) both Procurement Contract Price and Procurement Contract Times, as warranted, even if the term "or both" is not expressed.
- D. Unless stated otherwise in the Procurement Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Procurement Contract Documents in accordance with such recognized meaning.

## ARTICLE 2—PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Seller delivers the executed counterparts of the Procurement Agreement to Buyer, the Seller also shall deliver to Buyer the performance bond and payment bond (if the Procurement Contract requires Seller to furnish such bonds).
- B. *Evidence of Seller's Insurance:* When Seller delivers the signed counterparts of the Procurement Agreement to Buyer, the Seller also shall deliver to Buyer, with copies to each additional insured (as identified in the Procurement Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Seller in accordance with Article 5. Evidence of insurance to be obtained at a later date, such as insurance relating to transit or storage of the Goods, will be provided to Buyer at the time of such insurance is obtained.
- C. *Evidence of Buyer's Insurance:* After receipt of the signed counterparts of the Procurement Agreement and all required bonds and insurance documentation, Buyer shall promptly deliver to Seller, with copies to each additional insured (as identified in the Procurement Contract), certificates and other evidence of insurance (if any) required to be provided by Buyer.

### 2.02 *Copies of Documents*

- A. Buyer shall furnish to Seller four printed copies of the Procurement Contract (including one fully executed counterpart of the Procurement Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

2.03 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Procurement Contract, the Buyer, Seller, and Engineer may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Procurement Contract does not establish protocols for Electronic Means, then Buyer, Seller, and Engineer shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

2.04 *Preliminary Schedules*

- A. Within 15 days after the Effective Date of the Procurement Contract, Seller shall submit to Buyer and Engineer for timely review:
  - 1. a progress schedule of activities, consistent with the Procurement Contract Times, including at a minimum, Shop Drawing and Sample submittals, tests, and deliveries as required by the Procurement Contract Documents.
    - a. The progress schedule will be acceptable to Buyer and Engineer if it provides an orderly progression of the Submittals, tests, and deliveries to completion within the specified Milestones of the Procurement Contract Times.
    - b. Such acceptance will not impose on Buyer or Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of Seller's performance of its obligations under the Procurement Contract, nor interfere with or relieve Seller from Seller's full responsibility therefor.
    - c. Such acceptance will not be deemed as an acknowledgment of the reasonableness and attainability of the schedule.
  - 2. a preliminary schedule of Submittals.
- B. No progress payment will be made to Seller until an acceptable progress schedule and acceptable schedule of Submittals are submitted to Buyer and Engineer (and other conditions applicable to progress payments are met).

2.05 *Preliminary Conference*

- A. Within 20 days after the Procurement Contract Times start to run, a conference attended by Seller, Buyer, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedules referred to in Paragraph 2.04.A, procedures for handling Shop Drawings and other Submittals, processing Applications for Payment, and maintaining required records.

2.06 *Safety*

- A. Buyer and Seller shall comply with all applicable Laws and Regulations relating to the safety of persons or property, and to the protection of persons or property from damage, injury, or loss.

- B. When Seller's personnel, or the personnel of any subcontractor to Seller, are present at the Point of Destination or any work area or site controlled by Buyer, the Seller shall be responsible for the compliance by such personnel with any applicable requirements of Buyer's safety programs that are made known to Seller.
- C. If Buyer or its representatives visit the Seller's manufacturing or storage facilities, for testing, inspection, or other purposes, Seller shall inform Buyer in advance of any safety preparations, standards, or programs with which Buyer and its representatives must comply.

### ARTICLE 3—PROCUREMENT CONTRACT DOCUMENTS

#### 3.01 *Intent*

- A. The Procurement Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Procurement Contract Documents or from prevailing custom or trade usage as being required to produce or furnish the indicated Goods and Special Services will be provided, whether or not specifically called for, at no additional cost to Buyer.
- C. Unless otherwise stated in the Procurement Contract Documents, if there is a discrepancy between the electronic or digital versions of the Procurement Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version will govern.
- D. The Procurement Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Procurement Contract Documents, as provided in Paragraph 3.04.
- F. Any provision or part of the Procurement Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Buyer and Seller.

#### 3.02 *Reference Standards*

- A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, means the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Procurement Agreement if there were no Bids), except as may be otherwise specifically stated in the Procurement Contract Documents.
- B. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a supplier, will be effective to change the duties or responsibilities of Buyer, Seller, or Engineer from those set forth in the part of the Procurement Contract Documents prepared by or for Engineer. No such provision or instruction will be effective to assign to Buyer or Engineer any duty or authority to supervise or direct the performance of Seller's obligations, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Procurement Contract Documents prepared by or for Engineer.

### 3.03 Reporting and Resolving Discrepancies

#### A. Reporting Discrepancies

1. *Seller's Review of Procurement Contract Documents:* If, before or during the performance of Seller's obligations, Seller discovers any conflict, error, ambiguity, or discrepancy within the Procurement Contract Documents, or between the Procurement Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any supplier to Seller, then Seller shall promptly report it to Engineer (or if the Procurement Contract is assigned, then directly to Contractor/Assignee) in writing. Seller shall not proceed with the Goods and Special Services affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer (or if the Procurement Contract is assigned, then by Contractor/Assignee) or by an amendment or supplement to the Procurement Contract Documents issued pursuant to Article 11.
2. Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Procurement Contract Documents unless Seller had actual knowledge thereof.

#### B. Resolving Discrepancies:

Except as may be otherwise specifically stated in the Procurement Contract Documents, the provisions of the Procurement Contract Documents will take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Procurement Contract Documents and:

1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Procurement Contract Documents); or
2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Procurement Contract Documents would result in violation of such Law or Regulation).

### 3.04 Requirements of the Procurement Drawings and Procurement Specifications

- #### A.
- During the performance of Seller's obligations and until final payment, Seller and Buyer shall submit to the Engineer all matters in question concerning the requirements of the Procurement Drawings and Procurement Specifications (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Goods and Special Services, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Procurement Drawings and Procurement Specifications, and judge of the acceptability of the Goods and Special Services thereunder.
1. After assignment (if any) Seller shall submit such matters directly to Contractor/Assignee for response or administration, and the Procurement Contract provisions in Paragraphs 3.04.B and C will not apply.
- #### B.
- Engineer will issue with reasonable promptness a written clarification, interpretation, or decision on the issue submitted, and if necessary, initiate an amendment or supplement to the Procurement Drawings or Procurement Specifications. Engineer's written clarification, interpretation, or decision will be consistent with the overall intent of the Procurement Contract Documents, and will be final and binding on Seller and Buyer. If either Buyer or Seller believes that a written clarification or interpretation justifies an adjustment in the

Procurement Contract Price or Procurement Contract Times, either may make a Claim for such adjustment as provided in Article 12.

- C. If a submitted matter in question concerns terms and conditions of the Procurement Contract Documents that do not involve (1) the performance or acceptability of the Goods and Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation.

### 3.05 *Reuse of Documents*

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

## ARTICLE 4—COMMENCEMENT AND SCHEDULE

### 4.01 *Commencement of Procurement Contract Times*

- A. The Procurement Contract Times will commence to run on the Effective Date of the Procurement Contract.

### 4.02 *Continuing Performance*

- A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.04.A., as duly adjusted, and the Goods will be delivered and the Special Services furnished within the Procurement Contract Times.
- B. Seller shall carry on furnishing of the Goods and Special Services and adhere to the progress schedule during all disputes or disagreements with Buyer. No furnishing of Goods and Special Services will be delayed or postponed pending resolution of any disputes or disagreements, except as expressly permitted herein, or as Buyer and Seller may otherwise agree in writing.

### 4.03 *Adjustments to Progress Schedule*

- A. The progress schedule established in accordance with Paragraph 2.04 may be adjusted from time to time as provided below.

1. Seller shall submit to Buyer for acceptance (to the extent indicated in Paragraph 2.04) proposed adjustments in the progress schedule that will not result in changing the Procurement Contract Times. Such adjustments will comply with any applicable provisions of the Procurement Specifications.
2. Proposed adjustments in the progress schedule that will change the Procurement Contract Times must be submitted in accordance with the requirements of Article 11. Adjustments in Procurement Contract Times may only be made by a Change Order.

#### 4.04 Delays

- A. If Buyer, Engineer, or anyone for whom Buyer is responsible, delays, disrupts, or interferes with Seller's performance or progress, then Seller shall be entitled to an equitable adjustment in Procurement Contract Price or Procurement Contract Times.
- B. Seller shall not be entitled to an adjustment in Procurement Contract Price or Procurement Contract Times for delay, disruption, or interference caused by or within the control of Seller or anyone for whom Seller is responsible.
- C. If Seller's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Buyer, Seller, and those for which they are responsible, then Seller shall be entitled to an equitable adjustment in Procurement Contract Times. Such an adjustment will be Seller's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Procurement Contract Times under this paragraph include but are not limited to the following:
  1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. abnormal weather conditions;
  3. inspection delays by governmental authorities, and custom delays;
  4. international shipping delays;
  5. acts or failures to act of third-party entities; and
  6. acts of war or terrorism.
- D. *Adjustments of Procurement Contract Times or Procurement Contract Price—General Provisions:* Seller's entitlement to an adjustment of Procurement Contract Times or Procurement Contract Price is limited as follows:
  1. Seller's entitlement to an adjustment of the Procurement Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of Seller's obligations, as of the time of the delay, disruption, or interference.
  2. Seller shall not be entitled to an adjustment in Procurement Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Seller. Such a concurrent delay by Seller does not preclude an adjustment of Procurement Contract Times to which Seller is otherwise entitled.

3. Adjustments of Procurement Contract Times or Procurement Contract Price are subject to the provisions of Articles 11 and 12.
- E. Each Seller request seeking a delay-related increase in Procurement Contract Times or Procurement Contract Price must be supplemented by supporting data that sets forth in detail the following: (1) the circumstances that form the basis for the requested adjustment; (2) the date upon which each cause of delay, disruption, or interference began to affect Seller's progress; (3) the date upon which each cause of delay, disruption, or interference ceased to affect Seller's progress; (4) the number of days' increase in Procurement Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and (5) the impact on Procurement Contract Price. Seller shall also furnish such additional supporting documentation as Buyer or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion.

## ARTICLE 5—BONDS AND INSURANCE

### 5.01 *Performance, Payment, and Other Bonds*

- A. Seller shall furnish a performance bond and a payment bond, each in an amount at least equal to the Procurement Contract Price, as security for the faithful performance and payment of Seller's obligations under the Procurement Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 9.04, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Procurement Contract.
- B. Seller shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Procurement Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Buyer prior to execution of the Procurement Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Seller shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Seller is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Seller shall promptly notify Buyer and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements of this Procurement Contract.

- F. If Seller has failed to obtain a required bond, Buyer may exercise Buyer's termination rights under Article 14.
- G. Upon request to Buyer from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Buyer shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Seller from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Seller shall provide a copy of the payment bond to such person or entity.

#### 5.02 *Insurance*

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

#### 5.03 *Surety or Insurance Companies*

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

### ARTICLE 6—LICENSES AND FEES

#### 6.01 *Intellectual Property and License Fees*

- A. Except to the extent stated elsewhere in the Procurement Contract Documents, Seller is not transferring any patent rights, copyrights, or other intellectual property rights for the Goods delivered.
- B. To the extent Seller is manufacturing to Buyer's design, Buyer retains all patent rights, copyrights, and other intellectual property rights in such design.
- C. If an invention, design, process, product, or device is specified in the Procurement Contract Documents for incorporation in the Goods or for the performance of Special Services, and if, to the actual knowledge of Buyer or Engineer, its use is subject to patent rights, copyrights,

or other intellectual property rights calling for the payment of a license fee or royalty to others, then the existence of such rights and payment obligations will be disclosed to Seller in the Procurement Contract Documents.

- D. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Procurement Contract Documents.

#### 6.02 *Seller's Infringement*

- A. Subject to Paragraph 6.01, to the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any patent, copyright, or other intellectual property right by any of the Goods as delivered or Special Services as performed.
- B. Buyer will promptly notify Seller in writing of any claim, suit, or threat of suit by a third party for any infringement or alleged infringement of any patent, copyright, or other intellectual property right with respect to the Goods as delivered or Special Services as performed.
- C. Seller shall promptly defend or settle the claim or suit. Seller shall have control over such claim or suit, bear all expenses, and satisfy any adverse judgment.
  - 1. If Seller fails to defend such suit or claim after written notice by Buyer, Seller will be bound, in any subsequent suit or claim against Seller by Buyer, by any factual determination in the prior suit or claim.
  - 2. If Buyer fails to provide Seller the opportunity to defend such suit or claim, Buyer shall be barred from any remedy against Seller for such suit or claim.
- D. If a determination is made that Seller has infringed upon the intellectual property rights of another, Seller may, at Seller's own expense, obtain the necessary licenses for Buyer's benefit, or replace the Goods and provide related design and construction, consistent with the requirements of the Procurement Contract Documents, to avoid the infringement.

#### 6.03 *Buyer's Infringement*

- A. Subject to Paragraph 6.01, and to the fullest extent permitted by Laws and Regulations, Buyer shall be responsible to Seller for any infringement or alleged infringement of any patent, copyright, or other intellectual property right caused by Seller's compliance with the Procurement Drawings or Procurement Specifications, and will reimburse Seller for any license fee or royalties paid by Seller to others if such payment resulted from any invention, design, process, product, or device specified to be furnished or performed in the Procurement Drawings or Procurement Specifications, but not identified as being subject to payment of such license fee or royalty.
- B. Seller will promptly notify Buyer in writing of any claim, suit, or threat of suit by a third party for intellectual property infringement arising from Seller's compliance with the Procurement Drawings or Procurement Specifications.

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

## ARTICLE 7—SELLER'S RESPONSIBILITIES

### 7.01 *Performance of Obligations*

- A. Seller shall be solely responsible for the means, methods, techniques, sequences, and procedures necessary to perform its obligations in accordance with the Procurement Contract Documents.
- B. Seller shall supervise, inspect, and direct the furnishing of the Goods and Special Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform its obligations in accordance with the Procurement Contract Documents.
- C. Seller shall coordinate the provision of Special Services to avoid or limit interference or disruption of other activities at the location where the Special Services are to occur, including but not limited to ongoing facility operations and construction activities.

### 7.02 *Labor, Materials and Equipment*

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

### 7.03 *Laws and Regulations*

- A. Seller shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of its obligations in accordance with the Procurement Contract Documents. Except where otherwise expressly required by such Laws and Regulations, neither Buyer nor Engineer shall be responsible for monitoring Seller's compliance with any Laws or Regulations.
- B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such performance. It will not be Seller's responsibility to make certain

that the Procurement Specifications and Procurement Drawings are in accordance with Laws and Regulations, but this provision will not relieve Seller of Seller's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Procurement Contract if there were no Bids) that have a direct effect on the cost or time of Seller's performance will be the subject of an adjustment in Procurement Contract Price or Procurement Contract Times. If Buyer and Seller are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Article 12.

#### 7.04 "Or Equals"

- A. Whenever an item of material or equipment to be incorporated into the Goods is specified or described in the Procurement Contract Documents by using the names of one or more proprietary items or specific suppliers or manufacturers, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to Buyer for Engineer's review.
  - 1. If in Engineer's sole discretion, such an item of material or equipment proposed by Seller is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or equal" item.
  - 2. For the purposes of this paragraph, a proposed item of material or equipment may be considered functionally equal to an item so named only if in the exercise of reasonable judgment, Engineer determines that: 1) it is at least equal in quality, durability, appearance, strength, and design characteristics; 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; 3) it has an acceptable record of performance and availability of responsive service; and (4) Seller certifies that if approved: a) there will be no increase in any cost, including capital, installation or operating costs, to Buyer; and b) the proposed item will conform substantially to the detailed requirements of the item named in the Procurement Contract Documents.
- B. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or Submittal made pursuant to Paragraph 7.04.A. Engineer will be the sole judge of whether to accept or reject such a proposal or Submittal. No "or equal" will be ordered, manufactured or utilized until Engineer's review is complete, which will be evidenced by an approved Shop Drawing. Engineer will advise Buyer and Seller in writing of any negative determination. Notwithstanding Engineer's approval of an "or-equal" item, Seller shall remain obligated to comply with the requirements of the Procurement Contract Documents.
- C. *Special Guarantee:* Buyer may require Seller to furnish at Seller's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."
- D. *Data:* Seller shall provide all data in support of any such proposed "or equal" at Seller's expense.

7.05 Taxes

- A. Seller shall pay all taxes and duties arising out of the sale of the Goods and the performance of Special Services. All taxes and duties are included in the Procurement Contract Price, except as noted in the Supplementary Conditions.

7.06 Submittals

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Seller shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Procurement Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal; and
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of Seller's obligations.
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Seller has satisfied its obligations under the Procurement Contract Documents with respect to Seller's review of that Submittal, and that Seller approves the Submittal.
3. With each Shop Drawing or Sample, Seller shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Procurement Contract Documents. This notice will be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples:* Seller shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

- a. Seller shall submit the number of copies required in the Procurement Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.06.C.

2. *Samples*

- a. Seller shall submit the number of Samples required in the Procurement Specifications.

b. Seller shall clearly identify each Sample as to material, supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.06.C.

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

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Goods, comply with the requirements of the Procurement Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Procurement Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Seller from responsibility for any variation from the requirements of the Procurement Contract Documents unless Seller has complied with the requirements of Paragraph 7.06.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Procurement Contract Documents in a Field Order or other appropriate Procurement Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Seller from responsibility for complying with the requirements of Paragraphs 7.06.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Procurement Contract Documents, will not, under any circumstances, change the Procurement Contract Times or Procurement Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing or Sample will result in such item becoming a Procurement Contract Document.

8. Seller shall furnish Goods that comply with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.06.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review

and approval. Seller shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Seller shall furnish required Shop Drawing and Sample Submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Seller shall be responsible for Engineer's charges to Buyer for such time. Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges.
3. If Seller requests a change of a previously approved Shop Drawing or Sample, Seller shall be responsible for Engineer's charges to Buyer for its review time, and Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges, unless the need for such change is beyond the control of Seller.

E. *Submittals Other than Shop Drawings and Samples*

1. The following provisions apply to all Submittals other than Shop Drawings and Samples:
  - a. Seller shall submit all such Submittals to the Engineer in accordance with the schedule of Submittals and pursuant to the applicable terms of the Procurement Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the schedule of Submittals will be deemed accepted.
  - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Procurement Contract Documents as to general form and content of the Submittal.
  - d. If any such Submittal is not accepted, Seller shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.04 and 2.05.

7.07 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, Project Owner, and any assignee of Buyer, including Contractor/Assignee, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of Seller's obligations under the Procurement Contract, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods themselves), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Seller, or any individual or entity directly or indirectly employed by Seller or anyone for whose acts Seller may be liable.

- B. In any and all claims against Buyer, Engineer, Project Owner, or any assignee of Buyer, including Contractor/Assignee, or their officers, directors, members, partners, employees, agents, consultants, contractors, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.07.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Seller or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.08 *Concerning Subcontractors and Suppliers*

- A. Seller may retain subcontractors and suppliers for the performance of parts of the furnishing of the Goods and Special Services. The Seller's retention of a subcontractor or supplier will not relieve Seller's obligation to Buyer to perform and complete the furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.

**ARTICLE 8—SHIPPING AND DELIVERY**

8.01 *Shipping*

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

8.02 *Delivery*

- A. Seller shall deliver the Goods free on board (FOB) to the Point of Destination, freight prepaid, in accordance with the Procurement Contract Times set forth in the Procurement Agreement, or other date agreed to by Buyer and Seller.
- B. At least 10 days before shipment, Seller shall provide written notice to Buyer of the manner of shipment and the anticipated delivery date. The notice must also include any instructions concerning special equipment or services required at the Point of Destination to unload and care for the Goods. Seller shall also require the carrier to give Buyer at least 24 hours' notice by telephone prior to the anticipated time of delivery.
- C. Buyer will be responsible and bear all costs for unloading the Goods from carrier.
- D. Buyer will assure that adequate facilities are available to receive delivery of the Goods at the time established for delivery, or on another date agreed to by Buyer and Seller.
- E. No partial deliveries will be allowed, unless permitted or required by the Procurement Contract Documents or agreed to in writing by Buyer.
- F. Provisions governing inspection on delivery are set forth in Paragraph 9.02.

8.03 *Risk of Loss*

- A. Risk of loss and insurable interests transfer from Seller to Buyer upon Buyer's receipt of the Goods.
- B. Notwithstanding the provisions of Paragraph 8.03.A, if Buyer rejects the Goods as non-conforming, the risk of loss on such Goods will remain with Seller until Seller corrects the non-conformity or Buyer accepts the Goods. If rejected Goods remain at the Point of

Destination pending modification and acceptance, then Seller shall be responsible for arranging adequate protection and maintenance of the Goods at Seller's expense.

## ARTICLE 9—BUYER'S RIGHTS

### 9.01 *Seller's Warranties and Guarantees*

- A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed will be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance. Seller shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed.
- B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Procurement Contract Documents, and with the standards established by any Samples approved by Engineer. Engineer shall be entitled to rely on Seller's warranty and guarantee. If the Procurement Contract Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods must comply with the requirements of Paragraph 7.02.B.
- C. Seller's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller;
  2. excessive corrosion or chemical attack, unless corrosive<sup>3</sup> or chemically-damaging conditions were disclosed by Buyer in the Procurement Contract Documents and the Procurement Contract Documents required the Goods to withstand such conditions;
  3. use in a manner contrary to Seller's written instructions for installation, operation, and maintenance; or
  4. normal wear and tear under normal usage.
- D. Seller's obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents will be absolute. None of the following will constitute an acceptance of Goods and Special Services that are non-conforming, or a release of Seller's obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents:
  1. observations by Buyer, Engineer, or Project Owner;
  2. recommendation by Engineer or payment by Buyer of any progress or final payment;
  3. use of the Goods by Buyer or Project Owner;
  4. any acceptance by Buyer, Engineer, or Project Owner, or any failure to do so;
  5. the end of the correction period established in Paragraph 9.04;
  6. the issuance of a notice of acceptance;
  7. any inspection, test or approval by others; or
  8. any correction of non-conforming Goods and Special Services by Buyer or Project Owner.
- E. Buyer shall promptly notify Seller of any breach of Seller's warranties or guarantees.

## 9.02 *Inspections and Testing*

### A. *General Provisions*

1. The Procurement Contract Documents specify required inspections and tests. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.
2. Seller shall reimburse Buyer for all expenses, except for travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, for inspections and tests specified in the Procurement Contract Documents. If as the result of any such specified testing the Goods are determined to be non-conforming, then Seller shall also bear the travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, and all expenses of re-inspection or retesting.
3. Buyer shall bear all expenses of inspections and tests that are not specified in the Procurement Contract Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 9.03); provided, however, that if as the result of any such non-specified inspections or testing the Goods are determined to be non-conforming, then Seller shall bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.
4. Seller shall provide Buyer timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Procurement Contract Documents specify are to be observed by Buyer prior to shipment.
5. Buyer will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination, and a representative of Seller will attend such tests, inspections, and approvals.
6. If, on the basis of inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt notice thereof. If on the basis of inspections or testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 9.03.
7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections, will constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Procurement Contract.

### B. *Visual Inspection on Delivery*

1. Buyer will visually inspect the Goods upon delivery solely for purposes of identifying the Goods, general verification of quantities, and observation of apparent condition. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.
2. If, on the basis of the visual inspection specified in Paragraph 9.02.B.1, the Goods appear to comply with the requirements of the Procurement Contract Documents as to quantities and condition, then within 10 days of delivery Buyer shall issue to Seller Buyer's acknowledgment of the receipt of Goods.

C. *Final Inspection*

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as required, and Seller has performed and completed all Special Services, Buyer will make a final inspection.
2. If, on the basis of the final inspection, Buyer determines that the Goods and Special Services are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods and Special Services, subject to any limitations stated in the notice.
3. If, on the basis of the final inspection, the Goods and Special Services are non-conforming, Buyer will identify the non-conformity in writing.

9.03 *Non-Conforming Goods and Special Services*

- A. If, on the basis of inspections and testing prior to delivery, the Goods and Special Services are found to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 9.04, Buyer determines that the Goods and Special Services are non-conforming, then Seller shall promptly, without cost to Buyer and in response to written instructions from Buyer, either correct such non-conforming Goods and Special Services, or, if Goods are rejected by Buyer, remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.

B. *Buyer's Rejection of Non-Conforming Goods*

1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Buyer, Seller shall promptly, and within the Procurement Contract Times, remove and replace the rejected Goods.
2. Seller shall bear all costs, losses and damages attributable to the removal, replacement, reinspection, and retesting of the non-conforming Goods.
3. Upon rejection of the Goods, Buyer retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.

C. *Buyer's Rejection of Non-Conforming Special Services*

1. If at any time Buyer elects to reject the Special Services in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Special Services.
2. Seller shall promptly provide conforming Special Services acceptable to Buyer.
3. If Seller fails to provide conforming Special Services, Buyer may remove the Special Services from the scope of the Procurement Contract, and equitably reduce the Procurement Contract Price.

- D. *Remedying Non-Conforming Goods:* If Buyer elects to permit the Seller to modify the Goods to correct the non-conformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.

- E. *Buyer's Acceptance of Non-Conforming Goods:* Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment,

Buyer may accept the non-conforming Goods. Seller shall bear all reasonable costs, losses, and damages attributable to Buyer's evaluation of and determination to accept such non-conforming Goods.

- F. *Seller Obligations*: Seller shall pay all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods and Special Services. Seller's obligations will include the costs of the correction or removal and replacement of the non-conforming Goods and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, and obtaining conforming Special Services from others.
- G. *Buyer's Rejection of Conforming Goods*: If Buyer asserts that Goods and Special Services are non-conforming and such Goods and Special Services are determined to be conforming, or if Buyer rejects as non-conforming Goods and Special Services that are later determined to be conforming, then Seller shall be entitled to reimbursement from Buyer of costs incurred by Seller in inspecting, testing, correcting, removing, or replacing the conforming Goods and Special Services, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Goods and Special Services.

#### 9.04 *Correction Period*

- A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after the acceptance of the Goods and Special Services in accordance with Paragraph 9.02.C.2.
- B. Where non-conforming Goods and Services (and damage to other work resulting therefrom) have been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Goods and Services will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- C. Seller's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph may not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

### ARTICLE 10—ENGINEER'S STATUS

#### 10.01 *Engineer's Role Defined*

- A. Engineer will be Buyer's representative until assignment (if any) of the Procurement Contract.
- B. The duties and responsibilities and the limitations of authority of Engineer prior to assignment, if any, of the Procurement Contract, are set forth in the Procurement Contract Documents.
- C. Engineer's responsibilities, if any, after an assignment (if any) of the Procurement Contract, are set forth in the Procurement Agreement.

#### 10.02 *Duties and Responsibilities; Authority; Limitations*

- A. As set forth in Article 3, Engineer will be the initial interpreter of the Procurement Contract Documents and judge of the acceptability of the Goods and Special Services, and will issue clarifications, interpretations, and decisions regarding such issues.
- B. Acting on behalf of Buyer under the provisions of Article 9, Engineer has the authority to disapprove or reject Goods and Special Services that Engineer believes to be non-conforming. Engineer also has the authority to require special inspection or testing of the Goods or Special Services as provided in Paragraph 9.02, whether or not the Goods are fabricated or installed, or the Special Services are completed.
- C. Engineer may authorize minor deviations or variations in the Procurement Contract Documents by: 1) written approval of specific variations set forth in Shop Drawings when Seller has duly noted such variations as required in Paragraph 7.06.A.3, or 2) a Field Order.
- D. As set forth in Article 12, Engineer will review Claims, and render decisions on Claims.
- E. In rendering any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, and judgments, Engineer will not show partiality to Buyer or Seller. Engineer will not be liable to Buyer, Seller, or others in connection with any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, or judgments conducted or rendered by Engineer in good faith.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for the means, methods, techniques, sequences, or procedures used by Seller to perform its obligations under this Procurement Contract, or the safety precautions and programs incident thereto, or for any failure of Seller to comply with Laws and Regulations applicable to the performance of its obligations. Engineer will not be responsible for Seller's failure to furnish the Goods and Special Services in accordance with the Procurement Contract Documents.

#### ARTICLE 11—CHANGES

##### 11.01 *Amending and Supplementing the Procurement Contract*

- A. The Procurement Contract may be amended or supplemented by a Change Order, a Change Directive, or a Field Order.
- B. If an amendment or supplement to the Procurement Contract includes a change in the Procurement Contract Price or the Procurement Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Procurement Contract that involve (1) the conformance or acceptability of the Goods and Special Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Buyer and Seller may amend other terms and conditions of the Procurement Contract without the recommendation of the Engineer.

#### 11.02 *Change Orders*

- A. Buyer and Seller shall execute appropriate Change Orders covering:
  - 1. Changes in Procurement Contract Price or Procurement Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Goods and Special Services furnished in accordance with a Change Directive;
  - 2. Changes in Procurement Contract Price resulting from a Buyer set-off, unless Seller has duly contested such set-off;
  - 3. Changes in the Goods and Special Services which are: (a) ordered by Buyer pursuant to Paragraph 11.05, (b) required because of Buyer's acceptance of non-conforming Goods and Services under Paragraph 9.03 or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Goods and Special Services involves the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters; and
  - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Change Directive; Article 12, Claims; and similar provisions.
- B. If Buyer or Seller refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

#### 11.03 *Change Directives*

- A. A Change Directive will not change the Procurement Contract Price or the Procurement Contract Times but is evidence that the parties expect that the modification ordered or documented by a Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Change Directive's effect, if any, on the Procurement Contract Price and Procurement Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Procurement Contract Documents governing adjustments, expressly including Paragraph 11.08 regarding change of Procurement Contract Price.
- B. If Buyer has issued a Change Directive and Buyer or Seller believes that an adjustment in Procurement Contract Times or Procurement Contract Price is necessary, then such party shall submit a Claim seeking such an adjustment no later than 30 days after the completion of the Goods and Services set out in the Change Directive.

#### 11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Goods and Services if the changes do not involve an adjustment in the Procurement Contract Price or the Procurement Contract Times and are compatible with the design concept as indicated by the Procurement Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Buyer and also on Seller, which shall perform the Goods and Special Services involved promptly.
- B. If Seller believes that a Field Order justifies an adjustment in the Procurement Contract Price or Procurement Contract Times, then before proceeding with the Goods and Special Services at issue, Seller shall submit a Claim as provided herein.

11.05 *Buyer-Authorized Changes in the Goods and Special Services*

- A. Without invalidating the Procurement Contract and without notice to any surety, Buyer may, at any time or from time to time, order additions, deletions, or revisions in the Goods and Special Services. Changes involving the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Goods and Special Services may be accomplished by a Change Order, if Buyer and Seller have agreed as to the effect, if any, of the changes on Procurement Contract Times or Procurement Contract Price; or by a Change Directive. Upon receipt of any such document, Seller shall promptly proceed with the Goods and Special Services involved; or, in the case of a deletion in the Goods and Special Services, promptly cease activities with respect to such deletion. Added or revised Goods and Special Services must be performed under the applicable conditions of the Procurement Contract Documents.

11.06 *Buyer's Contingency Allowance*

- A. The Buyer's Contingency Allowance, if any such is set forth in the Procurement Agreement, is for the sole use of Buyer to cover unanticipated costs.
- B. If Buyer exercises its unilateral right to use all or a portion of the Buyer's Contingency Allowance, Buyer will issue a written directive that documents the costs to which the allowance is applied, Seller's entitlement to compensation, and the consequent reduction in such allowance.
- C. Prior to final payment, the Total Price, as set forth in the Procurement Agreement, will be duly adjusted to account for any unused portion of the Buyer's Contingency Allowance.
- D. The Procurement Agreement, Article 5, addresses the impact on Buyer's Contingency Allowance of an assignment of the Procurement Contract.

11.07 *Unauthorized Changes in the Goods and Special Services*

- A. Seller shall not be entitled to an increase in the Procurement Contract Price or an extension of the Procurement Contract Times with respect to any work performed that is not required by the Procurement Contract Documents, as amended, modified, or supplemented.

11.08 *Change of Procurement Contract Price*

- A. The Procurement Contract Price may only be changed by a Change Order. Any Claim for an adjustment of Procurement Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Procurement Contract Price will be determined as follows:
  - 1. For changes in Unit Price Goods and Special Services, by application of the unit prices to the quantities of the items involved;
  - 2. To the extent the cost of the change is not covered by unit prices, then by a mutually agreed lump sum; or
  - 3. To the extent the cost of the change is not covered by unit prices and the parties do not reach mutual agreement to a lump sum, then on the basis of documented costs plus a Seller's fee for overhead and profit of 15%.

11.09 *Change of Procurement Contract Times*

- A. The Procurement Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Procurement Contract Times must comply with the provisions of Article 12.

11.10 *Notification to Surety*

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

**ARTICLE 12—CLAIMS, DISPUTES, AND DISPUTE RESOLUTION**

12.01 *Claims*

- A. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the Claims process, including the time periods established in this Paragraph 12.01; if so, a written record of such mutual agreement should be made and jointly executed.
- B. Claimant shall deliver to Engineer and the other party to the Procurement Contract written notice of each Claim within 15 days after the occurrence of the event giving rise to the Claim.
- C. Claimant shall deliver written supporting data to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time.
- D. Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- E. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 12.01.D., Engineer shall be deemed to have issued a decision denying the Claim in its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- F. The rendering of a decision by Engineer pursuant to this Paragraph 12.01 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Buyer or Seller of such rights or remedies as either may otherwise have under the Procurement Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter. If the exercise of such rights or remedies will imminently be time-barred, a party may take actions necessary to preserve such rights and remedies notwithstanding the lack of the condition precedent referred to in this paragraph.
- G. If a submitted matter in question concerns terms and conditions of the Procurement Contract Documents that do not involve (1) the performance or acceptability of Goods and Special Services under the Procurement Contract Documents, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, Addenda, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation. If Buyer and Seller

are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Paragraph 12.02.

- H. Engineer's written decision on such Claim or a decision denying the Claim in its entirety that is deemed to have been issued pursuant to Paragraph 12.01, will be final and binding upon Buyer and Seller 30 days after it is issued unless within 30 days of issuance Buyer or Seller appeals Engineer's decision by initiating the mediation of such Claim in accordance with the dispute resolution procedures set forth in Paragraph 12.02.
- I. If Article 12 has been amended to delete the mediation requirement, then Buyer or Seller may appeal Engineer's decision within 30 days of issuance by following the alternative dispute resolution process set forth in Article 12, as amended; or if no such alternative dispute resolution process has been set forth, Buyer or Seller may appeal Engineer's decision by 1) delivering to the other party within 30 days of the date of such decision a written notice of intent to submit the Claim to a court of competent jurisdiction, and 2) within 60 days after the date of such decision instituting a formal proceeding in a court of competent jurisdiction.
- J. No Claim for an adjustment in Procurement Contract Price or Procurement Contract Times will be valid if not submitted in accordance with Article 12.
- K. The effect on Claims of an assignment of the Procurement Contract by Buyer to a Contractor/Assignee is addressed in the Procurement Agreement, Article 5.

#### 12.02 *Dispute Resolution Method*

- A. Either Buyer or Seller may initiate the mediation of (1) any Claim decided in writing by Engineer under Paragraph 12.01 before such decision becomes final and binding, or (2) any other dispute between the parties, including but not limited to any dispute arising after final inspection of the Goods and Services. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Procurement Contract. The request for mediation must be submitted in writing to the American Arbitration Association and the other party to the Procurement Contract. Timely submission of the request will stay Engineer's decision from becoming final and binding.
- B. Mediation is a condition precedent to seeking final dispute resolution under Paragraph 12.01.C. Buyer and Seller shall participate in the mediation process in good faith. The process must be concluded within 60 days of filing of the request. The date of termination of the mediation will be determined by application of the mediation rules referenced above.
- C. If the mediation process does not result in resolution of the dispute, then Engineer's written Claim decision under Paragraph 12.01.D or a Claim denial pursuant to Paragraph 12.01.E becomes final and binding, or if applicable such other dispute is deemed resolved in favor of respondent, unless, within 30 days after termination of the mediation, Buyer or Seller:
  - 1. elects in writing to invoke any final dispute resolution process provided for in the Supplementary Conditions, or
  - 2. agrees with the other party to submit the Claim or dispute to another final dispute resolution process, or
  - 3. if no final dispute resolution process has been provided for in the Supplementary Conditions, delivers to the other party written notice of the intent to submit the Claim

or dispute to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

## ARTICLE 13—PAYMENT

### 13.01 *Applications for Progress Payments*

- A. Seller shall submit to Buyer for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Procurement Contract Documents and also as Buyer or Engineer may reasonably require.
- B. The timing and amounts of progress payments will be as stipulated in the Procurement Agreement.
- C. Any Application for Payment that is based in whole or in part on the delivery of Goods must be accompanied by a bill of sale, invoice, or other documentation reasonably satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that, upon payment, the Goods will be free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights.
- D. Buyer shall notify Seller promptly of any deficiency in the required documentation.

### 13.02 *Review of Applications for Progress Payments*

#### A. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to recommend payment.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Buyer, based on Engineer's observations of Seller's progress, as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Goods and Special Services or other obligations of Seller have progressed to the point indicated;
  - b. the quality of the Goods and Special Services or other obligations of Seller are generally in accordance with the Procurement Contract Documents; and
  - c. the conditions precedent to Seller being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Seller's progress.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Goods and Special Services or other obligations of Seller have been exhaustive, extended to every aspect of the Goods and Special Services or other obligations of Seller in progress, or involved detailed inspections of the Goods and Special Services or other

- obligations of Seller beyond the responsibilities specifically assigned to Engineer in the Procurement Contract; or
- b. there may not be other matters or issues between the parties that might entitle Seller to be paid additionally by Buyer, or entitle Buyer to withhold payment to Seller.
4. Neither Engineer's review of Seller's progress for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
    - a. to supervise, direct, or control the Seller's performance or furnishing of Goods and Special Services or other obligations of Seller; or
    - b. for the means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or the safety precautions and programs incident thereto; or
    - c. for Seller's failure to comply with Laws and Regulations applicable to Seller's performance under the Procurement Contract; or
    - d. to make any examination to ascertain how or for what purposes Seller has used the money paid for the Procurement Contract Price; or
    - e. to determine that title to any of the Goods or component parts have passed to Buyer free and clear of any Liens.
  5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Buyer stated in Paragraph 13.02.A.2.
  6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Buyer from loss because:
    - a. the Goods and Services are non-conforming, requiring correction or replacement;
    - b. the Procurement Contract Price has been reduced by Change Orders;
    - c. Buyer has been required to correct non-conforming Goods and Special Services in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E; or
    - d. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Seller and therefore justify termination for cause under the Procurement Contract Documents.

13.03 *Basis and Amount of Progress Payments*

- A. The basis and amounts of the progress payments will be as provided in the Procurement Agreement, subject to the provisions of this Article 13 regarding reductions in payment.

13.04 *Suspension of or Reduction in Payment*

- A. Buyer may temporarily cease making progress payments, or reduce the amount of a progress payment, even though recommended for payment by Engineer, under the following circumstances:

1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Procurement Contract Documents, and
  2. Buyer has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in accordance with the Procurement Contract Documents, and Seller has failed to provide adequate assurances within ten days of Buyer's written request.
  3. In addition to any reductions in payment (set-offs) recommended by Engineer, Buyer is entitled to impose a set-off against payment based on any of the following:
    - a. claims have been made against Buyer based on Seller's conduct in the performance or furnishing of the Goods and Special Services, or has incurred costs, losses, or damages resulting from Seller's conduct in the performance or furnishing of the Goods and Special Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
    - b. Seller has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Point of Destination or the worksite;
    - c. Seller has failed to provide and maintain required bonds or insurance;
    - d. Buyer has incurred extra charges or engineering costs related to Submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
    - e. the Goods and Special Services are non-conforming, requiring correction or replacement;
    - f. Buyer has been required to correct non-conforming Goods and Special Services, in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E;
    - g. the Procurement Contract Price has been reduced by Change Orders;
    - h. an event that would constitute a default by Seller and therefore justify a termination for cause has occurred;
    - i. liquidated or other damages have accrued as a result of Seller's failure to achieve Milestones, Substantial Completion, or final completion of the Goods and Special Services; or
    - j. liens have been filed in connection with the Procurement Contract, except where Seller has delivered a specific bond satisfactory to Buyer to secure the satisfaction and discharge of such liens.
- B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

### 13.05 *Final Payment*

- A. After Seller has corrected all non-conformities to the reasonable satisfaction of Buyer and Engineer and furnished all Special Services, Seller may submit its final Application for Payment following the procedures for progress payments.
- B. The final Application for Payment will be accompanied by all documentation called for in the Procurement Contract Documents (including but not limited to all final operations and maintenance manuals, and any special warranties), a list of all unsettled Claims, and the written consent of surety to the making of final payment.
- C. If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer is reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Procurement Contract Documents, and that Seller has fulfilled all other obligations under the Procurement Contract Documents, then Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment subject to the provisions of Paragraph 13.02, and present the final Application for Payment to Buyer. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Buyer from loss for the reasons stated in Paragraph 13.02.
- D. If Engineer does not recommend final payment, Engineer will return the final Application for Payment to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the final Application for Payment.
- E. In support of its recommendation of final payment Engineer will also give written notice to Buyer and Seller that the Goods and Special Services are acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 13.06.
- F. If the final Application for Payment and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, pursuant to the provisions of Paragraph 13.04.
- G. Buyer will not make final payment, or return or release included retainage (if any) at any time, unless Seller submits written consent of the surety to such payment, return, or release.

### 13.06 *Waiver of Claims*

- A. By making final payment, Buyer waives its claim or right to liquidated damages or other damages for late completion by Seller, except as set forth in an outstanding Claim, appeal, set-off, or express reservation of rights by Buyer. Buyer reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Seller will constitute a waiver by Seller of all claims and rights against Buyer other than those pending matters that have been duly submitted or appealed under the provisions of Article 12.

## ARTICLE 14—CANCELLATION, SUSPENSION, AND TERMINATION

### 14.01 *Cancellation*

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

### 14.02 *Suspension of Performance by Buyer*

- A. Buyer has the right to suspend performance of the Procurement Contract for up to 90 days, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Procurement Contract Times and Procurement Contract Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.

### 14.03 *Suspension of Performance by Seller*

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

### 14.04 *Breach and Termination*

#### A. *Buyer's Breach*

- 1. Seller shall have the right to terminate the Procurement Contract for cause by declaring a breach if Buyer fails to comply with any material provision of the Procurement Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.
- 2. If Seller believes Buyer is in breach of its obligations under the Procurement Contract, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

#### B. *Seller's Breach*

- 1. Buyer may terminate Seller's right to perform the Procurement Contract for cause by declaring a breach should Seller fail to comply with any material provision of the

Procurement Contract Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.

2. In the event Buyer believes Seller is in breach of its obligations under the Procurement Contract, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.
3. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 5.01, the notice and cure procedures of that bond, if any, will supersede the notice and cure procedures of Paragraph 14.04.B.2.

## ARTICLE 15—MISCELLANEOUS

### 15.01 *Giving Notice*

- A. Whenever any provision of the Procurement Contract requires the giving of written notice to Buyer, Seller, or Engineer, it will be deemed to have been validly given if delivered:
  1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

### 15.02 *Controlling Law*

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

### 15.03 *Computation of Time*

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

### 15.04 *Cumulative Remedies*

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

15.05 *Survival of Obligations*

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

15.06 *Entire Agreement*

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

15.07 *No Waiver*

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

15.08 *Headings*

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

15.09 *Successors and Assigns*

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

# SUPPLEMENTARY CONDITIONS OF THE PROCUREMENT CONTRACT

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## SUPPLEMENTARY CONDITIONS OF THE PROCUREMENT CONTRACT

These Supplementary Conditions amend or supplement EJCDC® P-700, Standard General Conditions of the Procurement Contract (2019). The General Conditions remain in full force and effect except as amended.

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

SC-1.01.A Add the following terms to those defined in Paragraph 1.01.A of the General Conditions

1. Bid Form – The Bid Form for the Procurement Contract
2. Proposal – An offer of a prospective Seller submitted on the prescribed form setting forth the prices for Goods and Special Services to be provided.
3. Proposer – An individual or entity that, as a prospective Seller, submits a Proposal to Buyer.
4. Request for Proposal – An invitation to prospective Sellers to submit Proposals for the design, supply, and furnish of the Goods and Special Services.

SC-1.01.A Delete the definition of and replace it with the following:

*Notice of Award*—The written notice, by Buyer to a Proposer, of Buyer's acceptance of the Proposal.

SC-1.01.A Delete the definition of *Procurement Bidding Documents* and replace it with the following:

*Procurement Proposal Documents*—The Procurement Proposal Requirements and the proposed Procurement Contract Documents (including all Addenda).

SC-1.01.A Delete the definition of *Procurement Bidding Requirements* and replace it with the following:

*Procurement Proposal Requirements*—The advertisement or invitation to Propose, Instructions to Proposers, Bid or Proposal security of acceptable form, if any, and Bid Form with any supplements.

SC-1.01.A Delete the definition of and replace it with the following:

*Successful Proposer*—The Proposer whose Proposal the Buyer accepts, and to which Buyer makes an award of the Procurement Contract.

## ARTICLE 2—PRELIMINARY MATTERS

### 2.01 *Copies of Documents*

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

Buyer shall furnish to Seller **three (3)** printed copies of the Procurement Contract Documents (including one fully signed counterpart of the Procurement Agreement), and **one (1) copy** in electronic portable document format (PDF).

## ARTICLE 3—PROCUREMENT CONTRACT DOCUMENTS

### 3.01 *Reporting and resolving Discrepancies*

SC-3.03 Delete Paragraph 3.03.A.2 and replace it with the following:

2. *Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Procurement Contract Documents unless Seller had actual knowledge thereof. Seller is responsible for verifying viability of any plans and specifications for accuracy and completeness, and if a defect or error is discovered, the Seller is obligated to inform the Engineer.*

#### ARTICLE 4—COMMENCEMENT AND PROGRESS OF WORK

#### ARTICLE 5—BONDS AND INSURANCE

##### 5.01 *Performance, Payment, and Other Bonds*

SC-5.01 Add the following paragraphs immediately after Paragraph 5.01.A:

1. *Required Performance Bond Form:* The performance bond that Seller furnishes will be in the form of EJCDC® P-610, Performance Bond (2010 or 2019 edition).

##### 5.02 *Insurance*

SC-5.02 Add the following new paragraphs immediately after Paragraph 5.02.E:

- F. Seller shall purchase and maintain such liability and other insurance as is appropriate for the furnishing of Goods and Special Services and as will provide protection from claims set forth below which may arise out of or result from Seller's furnishing of the Goods or Special Services and Seller's other obligations under the Procurement Contract Documents, whether the furnishing of Goods and Special Services or other obligations are to be performed by Seller, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to furnish the Goods and Special Services, or by anyone for whose acts any of them may be liable:
  1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  2. claims for damages because of bodily injury, occupational sickness or disease, or death of Seller's employees;
  3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Seller's employees;
  4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Seller, or (b) by any other person for any other reason;
  5. claims for damages, other than to the Goods, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
  6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- G. The policies of insurance so required by this Paragraph 5.02 to be purchased and maintained must:
  1. with respect to insurance required by Paragraphs SC-5.02.F.3 through SC-5.02.F.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) Buyer, Engineer, and their consultants, all of whom must be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any

of all such additional insureds, and the insurance afforded to these additional insureds must provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided below or required by Laws or Regulations, whichever is greater;
  3. include completed operations insurance;
  4. include contractual liability insurance covering Seller's indemnity obligations under Paragraph 7.07;
  5. contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder will provide a copy of the notice to the other party, each other insured, and Engineer;
  6. remain in effect at least until final payment and at all times thereafter when Seller may be correcting, removing, or replacing non-conforming Goods in accordance with Paragraph 9.03 and 9.04; and
  7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and Seller shall furnish Buyer and each other additional insured identified in these Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Buyer and any such additional insured of continuation of such insurance at final payment and one year thereafter).
- H. The limits of liability for the insurance required by Paragraph SC-5.02.F must provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
1. Workers' Compensation, and related coverages under Paragraphs SC-5.02.F.1 and F.2:

Workers' Compensation and Related Policies	Policy limits of not less than
<b>Workers' Compensation</b>	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
<b>Jones Act (if applicable)</b>	
Bodily injury by accident—each accident	NA
Bodily injury by disease—aggregate	NA
<b>Employer's Liability</b>	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000
<b>Stop-gap Liability Coverage</b>	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's	\$

<b>Workers' Compensation and Related Policies</b>	<b>Policy limits of not less than</b>
compensation or commercial general liability policy with a minimum limit of:	

2. Seller's General Liability under Paragraphs SC-5.02.F.3 through F.6 which must include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Seller:

<b>Commercial General Liability</b>	<b>Policy limits of not less than</b>
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Excess or Umbrella Liability	
General Aggregate	\$1,000,000

3. Automobile Liability under Paragraph SC-5.02.F.6:

<b>Automobile Liability</b>	<b>Policy limits of not less than</b>
<b>Bodily Injury</b>	
Each Person	\$1,000,000
Each Accident	\$1,000,000
<b>Property Damage</b>	
Each Accident	\$1,000,000
<b>Combined Single Limit</b>	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

4. Professional Liability (if the Special Services include professional services):

<b>Seller's Professional Liability</b>	<b>Policy limits of not less than</b>
Each Claim	\$
Annual Aggregate	\$

- I. Seller shall deliver to Buyer, with copies to each additional insured identified in these Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Buyer or any other additional insured) which Seller is required to purchase and maintain.

**ARTICLE 6—LICENSES AND FEES**

**ARTICLE 7—SELLER'S RESPONSIBILITIES**

**ARTICLE 8—SHIPPING AND DELIVERY**

**ARTICLE 9—BUYER'S RIGHTS**

9.01 *Limitation of Seller's Liability*

SC-9.05 Add the following new paragraph after Paragraph 9.04:

9.05 *Limitation of Seller's Liability*

- A. Buyer and Seller agree that the total liability of Seller to Buyer for claims, costs, losses, and damages arising from this Procurement Contract will be limited to the amount established in the Procurement Agreement as the Procurement Contract Price.
- B. Upon assignment the terms of this Paragraph 9.05 will be binding upon both the assignor and assignee with respect to Seller's liability. The terms of the limitation enumerated under paragraph 9.05.A do not apply to or limit any claim by Buyer against Seller based on any of the following: (a) contribution or indemnification with respect to third-party claims, losses, and damages; (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.

**ARTICLE 10—ENGINEER'S STATUS**

**ARTICLE 11—CHANGES**

**ARTICLE 12—CLAIMS, DISPUTES, AND DISPUTE RESOLUTION**

S.C. 12.02.A

Replace paragraph 12.02.A with the following:

- A. Either Buyer or Seller may initiate the mediation of (1) any Claim decided in writing by Engineer under Paragraph 12.01 before such decision becomes final and binding, or (2) any other dispute between the parties, including but not limited to any dispute arising after final inspection of the Goods and Services. The mediation will be held in jurisdiction of the project. The request for mediation must be submitted in writing to the mediator and the other party to the Procurement Contract. Timely submission of the request will stay Engineer's decision from becoming final and binding.

**ARTICLE 13—PAYMENT**

**ARTICLE 14—CANCELLATION, SUSPENSION, AND TERMINATION**

**ARTICLE 15—MISCELLANEOUS**

SC-15.10 Add the following new paragraph immediately after Paragraph 1.09

15.10 *Reports and Drawings:* The Supplementary Conditions identify:

- A. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data. Such reports/drawings are as follows and are available for viewing upon request at the Engineer's issuing office:
1. Record Drawings, prepared by J-U-B Engineers, Inc, entitled "WRF Tertiary Treatment Improvements".
  2. Record Drawings, prepared by J-U-B Engineers, Inc, entitled "WRF Headworks, Equalization and Solids Loading Improvements".
  3. Record Drawings, prepared by J-U-B Engineers, Inc, entitled "2008 WWTP Expansion".
  4. Construction Drawings, prepared by Kimball Engineering, entitled "1995 Wastewater Treatment Facilities, Phase II, Stage IIA".
  5. Record Drawings, prepared by Kimball Engineering, entitled "1987 Sludge Dewatering Building".

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**SECTION 01 33 00**  
**SUBMITTAL PROCEDURES**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Construction Progress Schedules
- B. Shop and Fabrication Drawings
- C. Product Data
- D. Samples
- E. Deferred Submittals
- F. Material Safety Data Sheets
- G. Installation, Operation, and Maintenance Manuals with Product Submittals
- H. Manufacturers' Instructions
- I. Spare Parts and Maintenance Materials
- J. Submittal Preparation
- K. Submittal Review
- L. Submittal Limits
- M. Spare Parts and Maintenance Materials

**1.2 RELATED SECTIONS**

- A. Section 01 65 00 – Commissioning of Systems
- B. Section 01 70 00 – Closeout Requirements
- C. Section 01 73 00 – Installation, Operation and Maintenance Manuals

**1.3 SHOP AND FABRICATION DRAWINGS**

- A. Shop drawings are required for all process mechanical installations, piping connections to existing piping, fabrications, etc.
- B. Fabrication drawings are required for all metal fabrications.

- C. Drawings shall include dimensions, fit, and installation, and shall be coordinated with all adjacent Work elements.
- D. Shop drawings are not required for yard piping beyond 20 feet from any structure, unless specifically requested by Engineer.

#### **1.4 PRODUCT DATA**

- A. Supplier shall submit product data, supporting documentation, and certifications as required to show compliance with the Contract Documents for every product provided as part of the Work.
- B. Supplier shall mark each copy to identify applicable products, models, options, and other data. Supplier shall supplement manufacturers' standard data to provide information unique to this Project. Non-project related information on manufacturer's standard data shall be stricken or otherwise deleted.

#### **1.5 SAMPLES**

- A. Supplier shall submit samples when requested in individual sections or as requested by the Engineer.
- B. Supplier shall submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- C. Supplier shall submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Owner's selection. Provide custom color samples where custom colors are required by the Contract Documents.
- D. Supplier shall include identification on each sample, with full Project information.

#### **1.6 DEFERRED SUBMITTALS**

- A. Where indicated in the Contract Documents, Supplier shall provide calculations and drawings signed and sealed by a Registered Professional Engineer licensed in the State where the project is to be constructed. Professional Engineer shall be responsible for designing the components as shown on the Shop Drawings.

#### **1.7 MATERIAL SAFETY DATA SHEETS**

- A. Supplier shall provide OSHA information and material safety data sheets (SDS) as applicable for all chemicals, as requested by the Engineer or noted in the Contract Documents.

**1.8 INSTALLATION, OPERATION, AND MAINTENANCE MANUALS WITH PRODUCT SUBMITTALS**

- A. Installation, operation, and maintenance information included with product submittals shall be considered information only. Draft and Final Installation, Operation, and Maintenance information shall be submitted separately from the product data per Section 01 73 00.

**1.9 MANUFACTURERS' INSTRUCTIONS**

- A. Supplier shall submit manufacturers' printed instructions for delivery, storage, assembly, and installation for all products, except equipment, to be provided as part of the Work. This includes, but is not limited to, coatings, concrete repair products, etc.
- B. Supplier shall identify conflicts between manufacturers' instructions and Contract Documents as part of the submittal.

**1.10 SUBMITTAL PREPARATION**

- A. Supplier shall develop submittals as necessary to document proposed goods, materials, systems, plans, etc. for completion of the Work.
- B. Supplier shall submit a "Schedule of Submittals" per the General Conditions.
- C. Owner and Engineer reserve the right to request such additional submittal items as deemed necessary throughout the course of the Work, at no additional cost to the Owner.
- D. Coordinate and group submission of related items. Provide a complete table of contents for each submittal. For PDF submittals, provide bookmarks for each section and subsection listed in the table of contents.
- E. Before submitting a Shop Drawing or Sample, Supplier shall:
  - 1. Review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
  - 2. Determine and verify:
    - a. All field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - b. The suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

- c. All information relative to Supplier's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
    - d. Confirm that the Submittal is complete with respect to all related data included in the Submittal.
  3. Each Shop Drawing or Sample must bear a stamp or specific written certification that Supplier has satisfied Supplier's obligations under the Contract Documents with respect to Supplier's review of that Submittal, and that Supplier approves the Submittal.
  4. With each Shop Drawing or Sample, Supplier shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
  5. Ensure that quantities are stated and project identification (i.e., tag numbers, process area codes, etc.) are provided and utilized appropriately.
- F. Sequentially number the submittals with XX XX XX-YY-ZZ where:
  1. XX XX XX is the 6-digit specification number (example 01 33 00).
  2. YY is the number which reflects a different submittal for a given specification number (example )
  3. ZZ is the number of times that the submittal has been made (i.e., the revision number). The initial submittal shall be "01".
  4. Example: 01 33 00-02-03 is the third iteration of the second submittal under Technical Specification 01 33 00.
- G. Identify Project, Supplier, subcontractor or materials supplier, pertinent Drawing sheet and detail number(s), and Specification Section number, as appropriate.
- H. Transmit each submittal with a letter of transmittal containing all pertinent information required for identification and checking of submittals. By submitting to Engineer, Supplier certifies that:
  1. Supplier has complied with the requirements of Contract Documents in preparation, review, and submission of designated Submittal
  2. The submittal is complete and in accordance with the Contract Documents and all requirements of applicable laws, regulations, and governing agencies

- I. Supplier's designated representative shall apply their signature certifying that the submittal is in accordance with the requirements of the Contract Documents.
- J. The Supplier shall submit a copy of the applicable specification(s) with each paragraph clearly marked with a check mark (✓) for conformance to the subsection. Alternately, if Supplier takes exception to the specification requirement, Supplier shall indicate such with an "x". For each deviation, provide an explanation and include supporting documentation to defend the position that the proposed change meets or exceeds the specified requirements. The submittal will not be reviewed without this specification markup. Engineer shall review the deviations as an "or-equal" or "substitution" request (as appropriate and as determined solely by Engineer), in accordance with the General Conditions. The Engineer retains the right to reject the proposed deviation in favor of the specification as written.
- K. The Supplier shall be responsible for submitting complete and accurate information in accordance with the Contract Documents.
- L. Revise and resubmit submittals as required. With each resubmittal, the Supplier shall identify all changes made since the previous submittal in a cover letter. For each change, Supplier shall explicitly state what modifications were made, and on which page of the current submittal the modifications can be found. Any resubmittal not accompanied by such a summary will be returned for resubmittal without any further review.
- M. All Supplier submittal information shall be submitted via Email to the Engineer and Owner in the electronic file format that it was originally developed and in condensed portable document format (PDF). The specifications for PDF generation are as follows:
1. The acceptable format is portable document format (PDF): Adobe Acrobat, Adobe Acrobat Exchange, or Revu Bluebeam.
  2. Scan images at a resolution of 400 dpi or greater. Perform Optical Character Recognition (OCR) capture on all images. Achieve OCR with the "original image with hidden text" option (as seen in Adobe Acrobat Exchange 4.05).
  3. Create one PDF document (PDF file) for each submittal. The entire file is converted to a single PDF file via scanning or other method of conversion. Drawings or other graphics must be converted to PDF format and made part of one combined PDF document. Rotate pages to the appropriate position for easy reading. Word searches of the PDF document must operate successfully (proof of OCR).
  4. Create a bookmark in the navigation frame for each entry in the table of contents. The bookmark shall be three levels deep (i.e., "chapter", "section", and "subsection") unless otherwise approved by the Owner.
  5. Generate thumbnails for each completed PDF file.
  6. Set the opening view for PDF files as follows:

- a. Initial view: bookmarks and page
- b. Magnification: fit in window
- c. Open to the cover page of the document, with bookmarks to the left, and the first bookmark linked to the table of contents.

### 1.11 SUBMITTAL REVIEW

- A. The Engineer's review is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections or comments made on the shop drawings during this review do not relieve Supplier from compliance with the requirements of the Contract Documents.
- B. Engineer's review will result in the following submittal review designations:
  1. No Exceptions Taken: This response indicates that the submittal generally appears to meet the requirements of the Contract Documents. A resubmittal is not required.
  2. Revise and Re-Submit: Supplier shall address Engineer's comments and resubmit.
  3. Submit Specific Item: This response indicates that additional information is required for Engineer's review of the submittal. Supplier shall provide requested information resubmit.
  4. Rejected: If during Engineer's review, the submittal is found to be grossly inadequate, incomplete, and/or include substantial deviations from the Contract Documents, Engineer will cease review and deem the submittal rejected. Supplier shall prepare a suitable submittal for review and resubmit.
- C. Supplier shall distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with the Contract Documents and Engineer's review comments.
- D. Engineer reserves the right to request additional submittal items related to the project, at no additional cost to the Owner.
- E. Engineer's review time: Engineer will endeavor to review each submittal within 21 days. However, the review time may be longer depending on the timing and number of submittals issued by Supplier, the quality of Supplier's submittal, the nature and complexity of the submittal including necessary coordination with other subconsultants, evaluation of or-equal or substitution requests contained within the submittal, and other factors. Supplier will not be granted additional Contract Days arising from

Engineer's review. Supplier is encouraged to identify critical submittals for prioritization during Engineer's review.

- F. Supplier shall include submittal periods for major equipment and critical components in the Project Schedule and factor in the review time and resubmittals.
- G. Submittals shall be noted as "No Exceptions Taken" prior to delivery and incorporation in the Work.

#### **1.12 SUBMITTAL LIMITS**

- A. Two submittals will be permitted for each specified item/product at no cost to the Supplier.
- B. For each item specified in the Contract Documents, Supplier shall submit a single product from a single manufacturer for Engineer's review. Engineer will not review multiple products that are intended for the same use unless, during construction, the product which was originally submitted becomes unavailable.
- C. If Supplier fails to address Engineer's comments with the first two submittals and additional reviews are required, the Owner may charge the Supplier on a Time and Materials Basis (estimated at \$2,000.00 for each resubmittal review) that is required.
- D. Items requiring resubmittal shall be submitted to the Engineer within thirty (21) calendar days from the date of return to Supplier.

#### **1.13 SPARE PARTS AND MAINTENANCE MATERIALS**

- A. Provide spare parts, maintenance, and extra materials in quantities specified in individual specification sections.
- B. Deliver to project site prior to Operator/Owner Training – reference Section 01 65 00 Commissioning of Systems.

#### **PART 2 PRODUCTS – NOT USED**

#### **PART 3 EXECUTION – NOT USED**

**END OF SECTION**

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**SECTION 01 65 00**  
**COMMISSIONING OF SYSTEMS**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Section includes overall coordination, scheduling, submittals and checklists for equipment and system Start-up and Testing, Owner Training, Acceptance Testing, and Commissioning.
- B. This specification and sequence for commissioning of systems is provided to demonstrate the requirements of the Supplier and anticipated coordination with the General Contractor and Owner during installation, testing, startup and commissioning. Installation, testing, startup support activities required by the supplier are defined further in the individual equipment technical specifications (reference Section 46 76 33- Sludge Dewatering Equipment)
- C. The order of events shall be as follows:
  - 1. Initial starting and testing of equipment
  - 2. Owner Training
  - 3. Owner Programming Period (and support through Acceptance Testing)
  - 4. Acceptance Testing
    - a. Initial Acceptance Testing: Closed-loop testing of individual unit processes
    - b. Final Acceptance Testing: Full-scale testing of interconnected unit processes
  - 5. Commissioning

**1.2 RELATED SECTIONS**

- A. Section 01 32 17- Work Sequence
- B. Section 01 70 00 – Closeout Requirements
- C. Section 01 73 00 – Installation, Operation, and Maintenance Manuals
- D. Section 43 05 10-Equipment General Provisions

- E. Section 46 76 33- Sludge Dewatering Equipment

## **PART 2 PRODUCTS – NOT USED**

## **PART 3 EXECUTION**

### **3.1 GENERAL**

- A. Throughout the activities discussed in this section, General Contractor, and Contractor's subcontractors (as deemed appropriate by Owner and Engineer) shall be present for repair, correction of incomplete work, alteration, or unscheduled/unforeseen adjustments to any equipment and associated systems.
- B. "Equipment" consists of individual items (e.g. a pump, blower, etc.), which must function properly with interconnected and ancillary equipment and components to form a "system". "Process Areas" consist of one or more interconnected systems.
- C. General Contractor shall provide all labor, power, fuel, supervision, utilities, chemicals, maintenance, equipment, vehicles, water, or any other item necessary to proceed with the steps discussed in this section and other applicable portions of the Contract Documents. This includes all temporary systems, plugs, piping, and equipment required for testing individual systems in closed loops as noted herein, or as otherwise deemed necessary by the Engineer.
- D. If Contractor must reschedule any activities covered in this specification once a date has been agreed upon by all parties, Contractor shall provide a minimum of one working day's notice of cancellation prior to the agreed-upon date. The activity shall then be rescheduled based on Owner's and Engineer's availability.

### **3.2 INITIAL STARTING AND TESTING**

- A. Establish a schedule for initial starting and testing of all equipment / systems in the project. The schedule shall be included in Contractor's weekly schedule updates (reference Section 01 32 16).
- B. To minimize overwhelming the Owner's staff, the Contractor shall undertake no more than one major process component (e.g. a pumping system) or two equipment items or systems (e.g. a pump, blower, or similar) per week.
- C. Prepare and submit a separate detailed schedule for activities, including dates for activities, personnel involved, contact information for vendors, and other pertinent information.
- D. Contractor shall conduct a meeting at least 10 working days prior to initial starting and testing of each item. Required attendance includes the following: Contractor, critical

subcontractors (e.g. electrical, control system integrators), equipment vendors (remote attendance is permissible), Engineer, Owner, and others as applicable.

- E. Prior to energizing the equipment or system:
1. Verify that each piece of equipment in a system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions that may cause damage.
  2. Verify wiring and support components for equipment are complete and have been previously tested.
  3. Verify all instrumentation and controls are complete in the system and have undergone testing in accordance with Division 26 requirements, including performing loop checks on all installed wiring. No further testing, programming, or commissioning activities can be completed until all loop checks have been completed.
  4. Manufacturer shall provide an authorized representative to be present at site to inspect, check, and approve equipment / system installation prior to initial starting and testing, and to supervise placing equipment or system in operation.
- F. Contractor shall confirm that additional tests and inspections as required by the manufacturer, and technical specifications have been completed.
- G. Verify that tests, meter readings, and specified electrical characteristics agree with those required by Contract Documents and the equipment or system manufacturer.
- H. Execute initial starting and testing under supervision of responsible manufacturer's representative and in accordance with manufacturers' instructions, recommendations, and requirements.
1. Minimum time on-site and number of trips to site by manufacturer's representative are listed in the respective technical specifications.
  2. If not listed in the technical specifications, provide at least one 8-hour day for each equipment item.
- I. Equipment / systems shall be capable of full-time operation with all associated controls, instruments, sensors, etc. completely functional (less Owner's Programming). "Bump Tests" (i.e. operating a piece of equipment for several seconds to confirm proper rotation) do not constitute starting and testing of equipment / systems. Contractor shall provide temporary pump(s), piping, and other items necessary to replicate design flows for the purpose of providing flow to system facilities for testing. Contractor is required to provide all equipment, fuel, controls, and necessary piping for suction and discharge from the pump(s) as necessary for start-up and testing purposes.

J. Notice of Completed Installation

1. Once an equipment / system has undergone Initial Starting and Testing, Contractor shall submit a certified report to Engineer (using the form inserted at the end of this specification and supplemented with manufacturer's checklists and forms) that the requirements are complete. Certificate shall be signed by Contractor and Manufacturer/Supplier. Contractor shall include a letter to Engineer titled, "Request for Notice of Completed Installation of Equipment/System [Item]".
2. Engineer shall review the Contractor's request, and if all obligations have been fulfilled to the satisfaction of the Engineer, the Engineer shall issue a letter to the Contractor and Owner titled: "Notice of Completed Installation of Equipment/System [Item]".
3. Upon issuance of "Notice of Completed Installation of Equipment/System [Item]" by Engineer, Contractor may proceed with Owner Training for that system/piece of equipment.
4. Once all equipment items and systems in a Process Area have undergone Initial Starting and Testing, Contractor shall issue a letter to Engineer titled, "Request for Notice of Completed Installation of Process Area [Item]".
5. Engineer shall review the Contractor's request, and if all obligations have been fulfilled to the satisfaction of the Engineer, the Engineer shall issue a letter to the Contractor and Owner titled: "Notice of Completed Installation of Process Area [Item]".

3.3 OWNER TRAINING

- A. Owner Training shall not commence until "Initial Starting and Testing of Equipment/Systems" is complete and the equipment or system is able to operate satisfactorily with all associated controls, instruments, sensors, etc.
- B. Contractor shall coordinate the training day and time with the Owner for an occasion when Owner's operating personnel are available. Notify Owner and Engineer a minimum of ten working days prior to intended start date of training. Training shall only occur on Tuesdays, Wednesdays, or Thursdays, unless previously approved by the Owner.
- C. To minimize overwhelming the Owner's staff, the Contractor shall undertake no more than one major process component (e.g. a membrane system) or two equipment items or systems (e.g. a pump, blower, or similar) per week.
- D. Manufacturer's Representative, in conjunction with Contractor, shall conduct Operator/Owner Training. Training duration shall be as listed below. Training may be

completed during the same trip to site as the Initial Starting and Testing of System, if adequate time is available.

1. Minimum training time by manufacturer's representative is listed in the respective technical specifications.
  2. If not listed in the technical specifications, provide at least one 8-hour day for each system.
- E. Utilize operation and maintenance manuals as the basis for instruction. A complete draft copy of the Preliminary Operation and Maintenance (O&M) Manuals (see Section 01 73 00) shall be available for each of the Owner's operating personnel who attend the training. Contractor shall provide a printed copy of the Preliminary O&M for each operator who attends the training at no additional cost. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance. Owner Training shall include the use of slides, videos, literature, diagrams, and/or oral presentations as necessary to present comprehensive, detailed instruction of operation and maintenance requirements of the equipment.
- F. Training shall be divided into two parts: Classroom and Field Training.
1. Classroom training shall include a slide presentation and shall utilize the Preliminary operation and maintenance manual as the basis of instruction. Contractor shall provide a printed hard copy of the slide presentation to the Owner, as well as a digital copy of the presentation on a USB.
  2. Upon satisfactory completion of the classroom training, continue training with a field training session utilizing the installed equipment. Equipment shall be run in all available control modes and sequences of operation as part of the Training.
- G. The Owner/Engineer may record the training sessions. The recording produced shall be the sole property of the Owner and Engineer.
- H. Upon completion of "Operator/Owner Training" for each equipment item or system, submit a certified report to the Engineer (using the form inserted at the end of this specification and supplemented with manufacturer's checklists and forms) that the requirements are complete and that system is ready for the start of the "Owner's Programming Period."

### 3.4 OWNER'S PROGRAMMING PERIOD

- A. Owner shall contract separately for SCADA programming for the facility, excluding vendor-provided control packages included with equipment.
1. Owner reserves the right to begin portions of the programming upon Notice of Completed Installation of an individual Process Area; however, such work shall not reduce the calendar days established herein.

2. Delays to the Programmer caused by correction or troubleshooting of Contractor's Work shall be grounds for an extension of the Owner's Programming period a commensurate amount of time at no additional cost to the Owner.
- B. The installation, programming, and testing of the Work requires considerable coordination between the Owner, Owner's SCADA Programmer, and the Contractor. The Contractor will provide on-site assistance through testing of the SCADA Programming.
  - C. Contractor shall provide on-site support during Owner's programming period to expedite system SCADA programming and testing. Contractor shall provide skilled labor capable of troubleshooting and making modifications to the various Work trades, including but not limited to mechanical, electrical, and instrumentation systems as necessary and within the Contract Document requirements. The Contractor shall be responsible for making any adjustments and/or modifications to the installation process that may become necessary to ensure that all equipment is properly installed.
  - D. Contractor (including the electrical contractor and control systems integrator) shall attend weekly controls coordination meetings with the SCADA Programmer, Owner, and Engineer at no additional cost to the Owner. Controls coordination meetings will be held during Initial Starting and Testing of Systems through completion of the Owner's Programming Period.
  - E. Upon completion of "Owner's Programming Period", Engineer shall issue a letter to Contractor titled: "Notice of Completed Owner Programming". Upon Notice of Completed Programming, Contractor shall commence with Acceptance Testing of Systems.
  - F. Owner's programmer shall be available for troubleshooting and coordination with Contractor during Acceptance Testing period.

### 3.5 ACCEPTANCE TESTING

- A. Following completion of Contractor's Initial Starting and Testing Activities, Owner Training, and Owners Programming Period, and provided ancillary Work is sufficiently complete to permit operation of components (as determined by the Engineer), Acceptance Testing may begin.
- B. At least fifteen calendar days prior to intended start date of Acceptance Testing of Systems, Contractor shall schedule a meeting with Owner and Engineer to review Contractor's plan for Acceptance Testing.
- C. Acceptance Testing shall be performed in two phases to minimize disruption to the existing facility and to facilitate troubleshooting during testing.
  1. Initial Acceptance Testing

- a. Shall be performed in a "closed-loop" for individual unit processes as defined by the Engineer.
- b. Initial Acceptance Testing shall use potable water for "closed-loop" testing, where applicable
- c. Contractor shall provide all equipment, fuel, controls, piping, and other appurtenances as necessary for acceptance testing purposes in a closed-loop, including temporary items if necessary.
- d. Demonstrate functional integrity under full operational conditions, including normal, alternate, and emergency conditions, as defined by the Engineer. Temporary pumping systems shall be capable of turn-down to simulate diurnal or other anticipated variation through the process, as required by the Engineer. The pumping system turn-down shall meet the intended operating flow regime for the unit process from 20% of peak flow through 100% of peak flow, unless specifically noted otherwise.
- e. Period shall be a minimum of 7 calendar days with uninterrupted, continuous, and automatic operation (i.e., 24 hours a day), unless a longer period or more restrictive performance testing requirements are specified in a separate technical specification.
- f. Schedule Initial Acceptance Testing sequentially among Process Areas to allow for Owner and Engineer involvement with each system. Initial Acceptance Testing may only be scheduled concurrent with testing of another Process Area upon written approval by Owner and Engineer. Initial Acceptance Testing for all process areas shall be completed before Final Acceptance Testing begins.
- g. Dates for the beginning and ending of Initial Acceptance Testing shall be agreed upon by Contractor, Owner, and Engineer in advance of initiating Initial Acceptance Testing Period.
- h. If, during Initial Acceptance Testing, the aggregate amount of time used for repair, correction of incomplete work, alteration, or unscheduled adjustments to any equipment or system renders the affected equipment or system inoperative for more than 8 hours of the scheduled Acceptance Testing period, the demonstration of functional integrity will be deemed to have failed. In the event of failure, a new Acceptance Testing Period shall commence after correction of the cause of failure. The new Acceptance Testing Period shall have the same requirements and duration as the Acceptance Testing Period previously conducted. Repairs, alterations, and adjustments, as well as failed and restarted Acceptance Testing periods shall be at no additional cost to

the Owner and shall not be eligible for claims of delay by the Contractor.

2. Final Acceptance Testing

- a. Upon successful completion of Initial Acceptance Testing, and approval by Owner and Engineer, Final Acceptance Testing may commence. Dates for the beginning of Final Acceptance Testing shall be agreed upon by Contractor, Owner, and Engineer in advance of initiating Final Acceptance Testing Period.
  - b. Testing shall be performed "live" with influent flow to test and demonstrate operation and functionality of the system. Final Acceptance Testing shall not begin until after Initial Acceptance Testing has been successfully completed for all process areas.
  - c. Period shall be a minimum of 14 calendar days with uninterrupted, continuous, and automatic operation (i.e., 24 hours a day), unless a longer period or more restrictive performance testing requirements are specified in a separate technical specification. Final Acceptance Testing shall not be concurrent with Initial Acceptance testing.
- D. Demonstrate the operation, control, adjustment, and functional integrity of the process mechanical, mechanical, electrical, and control interfaces of the respective equipment and components comprising the facility or system.
- E. Owner shall provide operational personnel to provide process decisions affecting plant performance during Owner's regular work hours. Owner's assistance shall only be available for process decisions. Contractor shall perform all other functions, including, but not limited to, equipment operation and maintenance throughout the Acceptance Testing period.
- F. Owner and Engineer reserve the right to simulate operational variables, equipment failures, routine maintenance scenarios, etc. to verify the functional integrity of automatic and manual backup systems and alternate operating modes during Acceptance Testing. Should any simulation cause the system to fail or operate in an unsatisfactory manner, in the opinion of the Engineer or Owner, the Contractor shall be responsible for repairs and/or corrections.
- G. Provide knowledgeable personnel to answer Owner's questions throughout the Acceptance Testing Period.
- H. Provide field instruction on systems and respond to any system problems or failures that may occur.
- I. Upon completion of Acceptance Testing, submit a certified report to Engineer (using the form inserted at the end of this specification and supplemented with manufacturer's

checklists and forms) that the requirements are complete and that system is ready for Commissioning. Certificate shall be signed by Contractor and Manufacturer/Supplier.

### 3.6 COMMISSIONING

- A. When adequate Training, Owner Programming, and successful Acceptance Testing of all systems within a Process Area is completed to the satisfaction of the Owner and Engineer, the Process Areas may be considered Commissioned.
- B. Commissioning is defined as full integration of the equipment, including all electrical, controls, instrumentation, and all other support systems necessary for operation of the entire Process Area as designed.
- C. Owner reserves the right to withhold payment on individual equipment items until such time as Commissioning may commence.
- D. Submit a certified report to Engineer (using the form inserted at the end of this specification and supplemented with manufacturer's checklists and forms) stating that all preceding requirements have been completed and that the system is ready for Commissioning by Owner. Certificate shall be signed by Contractor and Manufacturer/Supplier.
- E. Substantial Completion of the Work, or portions thereof, shall be no earlier than the date of completed Commissioning for the Process Areas.

### 3.7 OVERALL COMMISSIONING SEQUENCE

- A. Contractor is responsible for developing an overall startup sequencing plan to meet the Contract requirements. Contractor will develop construction Work Sequence for coordination of process areas, including required predecessors and operational impacts. Not all components or support systems in the Work are shown or discussed.

**CONTRACTOR & MANUFACTURER/ SUPPLIER CERTIFICATE**  
**Section 01 65 00 Commissioning of Systems**  
**Initial Starting and Testing of Systems (Paragraph 3.2)**

The following certificate shall be completed for each equipment item or system

Project Name \_\_\_\_\_ Equip Item/ Tag \_\_\_\_\_  
 Owner \_\_\_\_\_ Specification No. \_\_\_\_\_  
 Engineer \_\_\_\_\_ Serial No. \_\_\_\_\_  
 Contractor \_\_\_\_\_

Equip Mfg./ Supplier Start-up Representative and Contact Information:

Item No.	Description	Date Completed
1	(3.2.D) Conduct a meeting at least 10 working days prior to initial starting and testing of each item.	
2	(3.2.E.1) Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions that may cause damage	
3	(3.2.E.2) Verify wiring and support components for equipment are complete and have been previously tested.	
4	(3.2.E.3) Verify all instrumentation and controls are complete and have undergone testing.	
5	(3.2.D.4) Provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to initial starting and testing, and to supervise placing equipment or system in operation.	
6	(3.2.G) Verify that tests, meter readings, and specified electrical characteristics agree with those required by Contract Documents and the equipment or system manufacturer.	
7	(3.2.H) Execute initial starting and testing under supervision of responsible manufacturer's representative and in accordance with manufacturers' instructions, recommendations, and requirements.	
8	(3.2.J.1) Submit a certified report to Engineer that the requirements are complete.	

Observations/ Recommendations/ Comments:

\_\_\_\_\_  
MANUFACTURER/ SUPPLIER SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CONTRACTOR SIGNATURE

\_\_\_\_\_  
DATE

**CONTRACTOR & MANUFACTURER / SUPPLIER CERTIFICATE**  
**Section 01 65 00 Commissioning of Systems**  
**Operator / Owner Training (Paragraph 3.3)**

The following certificate shall be completed for each equipment item or system.

Project Name \_\_\_\_\_ Equip Item/ Tag \_\_\_\_\_  
 Owner \_\_\_\_\_ Specification No. \_\_\_\_\_  
 Engineer \_\_\_\_\_ Serial No. \_\_\_\_\_  
 Contractor \_\_\_\_\_

Equip Mfg./ Supplier Start-up Representative and Contact Information:

Item No.	Description	Date Completed
1	(3.3.D) Provide a complete draft copy of the Preliminary Operation and Maintenance (O&M) Manuals for each of the Owner's operating personnel who attend the training.	
2	(3.3.D) Review contents of O&M manual with Owner's operating personnel in detail to explain all aspects of operation and maintenance.	
3	(3.3.D) Include the use of slides, videos, literature, diagrams, and/or oral presentations as necessary to present comprehensive, detailed instruction of operation and maintenance requirements of the equipment.	
4	(3.3.E) Upon satisfactory completion of the classroom training, continue training with a field training session utilizing the installed equipment. Equipment shall be run in all available control modes and sequences of operation.	
5	(3.3.G) Submit a certified report to Engineer that the requirements are complete and that system is ready for Commissioning.	
Observations/ Recommendations/ Comments:		
_____ MANUFACTURER/ SUPPLIER SIGNATURE		_____ DATE
_____ CONTRACTOR SIGNATURE		_____ DATE

**CONTRACTOR & MANUFACTURER/ SUPPLIER CERTIFICATE**  
**Section 01 65 00 Commissioning of Systems**  
**Notice of Completed Owner Programming (Paragraph 3.4)**

The following certificate shall be completed for each equipment item or system

Project Name \_\_\_\_\_

Owner \_\_\_\_\_

Engineer \_\_\_\_\_

Contractor \_\_\_\_\_

Process Area/Equipment \_\_\_\_\_

Observations/ Recommendations/ Comments:

\_\_\_\_\_  
OWNER SIGNATURE

\_\_\_\_\_  
DATE

**CONTRACTOR & MANUFACTURER/ SUPPLIER CERTIFICATE**  
**Section 01 65 00 Commissioning of Systems**  
**Acceptance Testing of Systems (Paragraph 3.5)**

The following certificate shall be completed for each equipment item or system

Project Name \_\_\_\_\_ Equip Item/ Tag \_\_\_\_\_  
 Owner \_\_\_\_\_ Specification No. \_\_\_\_\_  
 Engineer \_\_\_\_\_ Serial No. \_\_\_\_\_  
 Contractor \_\_\_\_\_

Equip Mfg./ Supplier Start-up Representative and Contact Information:

Dates of Initial Acceptance Testing: \_\_\_\_\_ to \_\_\_\_\_

Dates of Final Acceptance Testing: \_\_\_\_\_ to \_\_\_\_\_

Item No.	Description	Date Completed
1	(3.5.B) Schedule a meeting with Owner and Engineer 15 calendar days prior to intended start date of Acceptance Testing in order to review Contractor's plan for Acceptance Testing.	
2	(3.5.C.1.d) Conduct the demonstration of functional integrity under full operational conditions, including normal, alternate, and emergency conditions, as defined by the Engineer.	
3	(3.5.D) Demonstrate the functional integrity of the process mechanical, mechanical, electrical, and control interfaces of the respective equipment and components comprising the facility or system	
4	(3.5.G) Provide knowledgeable personnel to answer Owner's questions throughout the Demonstration Period	
5	(3.5.H) Provide field instruction on systems and respond to any system problems or failures that may occur	
6	(3.5.I) Submit a certified report to Engineer that the requirements are complete and the system is ready for Commissioning.	
Observations/ Recommendations/ Comments:		
_____ MANUFACTURER/ SUPPLIER SIGNATURE		_____ DATE
_____ CONTRACTOR SIGNATURE		_____ DATE

**CONTRACTOR & MANUFACTURER/ SUPPLIER CERTIFICATE**  
**Section 01 65 00 Commissioning of Systems**  
**Commissioning of Systems (Paragraph 3.6)**

The following certificate shall be completed for each equipment item or system

Project Name \_\_\_\_\_ Equip Item/ Tag \_\_\_\_\_  
 Owner \_\_\_\_\_ Specification No. \_\_\_\_\_  
 Engineer \_\_\_\_\_ Serial No. \_\_\_\_\_  
 Contractor \_\_\_\_\_

Equip Mfg./ Supplier Start-up Representative and Contact Information:

Item No.	Description	Date Completed
1	(3.6.D) Submit a certified report to Engineer that all preceding requirements have been completed and that the system is ready for commissioning by Owner.	
Observations/ Recommendations/ Comments:		
Certification by Manufacturer/Supplier and Contractor		
_____		_____
MANUFACTURER/ SUPPLIER SIGNATURE		DATE
_____		_____
CONTRACTOR SIGNATURE		DATE
Acceptance by Owner		
_____		_____
OWNER'S SIGNATURE		DATE

## TRAINING OUTLINE

Below is a basic training outline stating the general requirements that are to be provided with each training listed in Section 01 65 00 Commissioning of Systems.

### A. General Description

Classroom: Provide a basic description of the overall equipment system function and operation. Identify the major components of the equipment system. (i.e., for a pump system: motor, drive, pump, instrumentation, and controls). Provide a general description of equipment functional capacities (i.e., for a pump system: pumping capacity and maximum/minimum ranges, and reverse operation if applicable, etc.). Review the organization of the Preliminary O&M Manual and the general contents of each section.

### B. Equipment System Components

Classroom: Identify by name and location the components that make up the equipment system. In the classroom use photos or videos that clearly identify the components. Provide a functional description of what each component does in the operation of the equipment system. (i.e., proximity switch provides feedback for rotation of equipment by sensing a metal bar passing through the switch magnetic field). Describe each component's inputs, outputs, normal and abnormal conditions, safety issues, routine maintenance and disassembly/reassembly of the component.

Field training: Repeat the classroom information in the field clearly identifying components by touching or pointing to them.

### C. Equipment System Function & Operation

Classroom: Describe how each equipment system component contributes to the function and operation of the equipment system. Discuss equipment system checkout prior to operation, equipment startup, routine operation, abnormal operation, remote operation, equipment shut down, and emergency conditions. Provide methods to obtain the most efficient equipment system operation. Discuss troubleshooting abnormal operating conditions and typical solutions. Alarm conditions shall be described as to the causes, solutions, and effects on the equipment system.

Field Training: Repeat the classroom information applying it to the installed equipment. Direct the Owner's personnel in the step-by-step procedures required to operate the equipment system properly. Perform normal operational checks to verify proper operation. Identify conditions and indications of improper operation. Provide training on how the automatic operating controls function and adjustments available to the operators. Provide

training on how the manual operating controls function and adjustments available to the operators.

#### **D. Equipment System Maintenance**

Classroom: Describe and discuss the routine and preventative maintenance activities and associated procedures. Use the Preliminary O&M manual to identify the lubricants needed and their proper application. Use video or pictures to provide classroom training on equipment disassembly and reassembly for the replacement of components. Discuss the equipment system spare parts needed and the sources for the spare parts.

Field training: Review the classroom information, including disassembly and reassembly of the equipment system and its components. Manufacturer's representative shall disassemble and reassemble equipment to demonstrate the procedure. Such disassembly and reassembly shall not void the manufacturer's warranty.

#### **E. Equipment System Safety**

Classroom: Identify all safety issues with the equipment system: mechanical, electrical, chemical, and any other safety items. Provide step-by-step procedures to control the safety hazards.

Field training: Review the classroom information for the equipment system mechanical, electrical, chemical, and other safety items. Provide hands-on training of step-by-step safety procedures.

**END OF SECTION**

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**SECTION 01 73 00**  
**INSTALLATION, OPERATION, AND MAINTENANCE MANUALS**

**PART 1 GENERAL**

**1.1 DESCRIPTION**

- A. Description of Work
1. Provide Installation, Preliminary, and Final Operation and Maintenance (O&M) Manuals for use by the Contractor and the Owner.
  2. Installation Manuals, as well as Preliminary and Final O&M Manuals shall be provided for all equipment incorporated into the Work. Manufacturer's Instructions shall be submitted for all other products. Reference Section 01 33 00 Submittal Procedures. Installation Manuals and/or Manufacturer's Installation Instructions shall be maintained at the job site.
  3. The term "Operation and Maintenance Manual" includes all product-related information and documents that are required herein, as well as data that is required for inclusion by current regulations of any participating government agency or as a provision of a system warranty.
  4. Required delivery schedule for Installation and O&M Manuals is as follows:
    - a. Installation Manuals are due a minimum of 30 days before individual Goods are delivered to the project.
    - b. Preliminary O&M Manuals are due a minimum of 30 days before Initial Starting and Testing (reference Section 01 65 00 Commissioning of Systems).
    - c. Final O&M Manuals are due 30 days after the completion of Final Acceptance Testing. Final payment will not be made until all O&M Manuals are complete and noted as "no exceptions taken" by the Engineer.
- B. The Installation Manual shall include, at minimum, the following:
1. The Project's established tag and descriptive name for each product and component, as well as the manufacturer's serial number. The use of cryptic model or catalog numbers or letters for identification shall not be acceptable.
  2. Manufacturer's instructions for delivery, storage, assembly, and installation.

3. Name, address, telephone number, and email for manufacturer and manufacturer's local service representative.

C. The O&M Manual shall include, at minimum, the following:

1. Equipment description, including equipment function, operating characteristics, limiting operating conditions (minimum, average, and maximum input, output, temperatures, speeds, and production limits... etc.).
2. Equipment operating instructions and procedures for startup, normal and emergency conditions, shutdown, and storage.
3. Photos or diagrams of equipment shall identify each component comprising the equipment. Provide description and function information for each component.
4. Equipment safety considerations relating to storage, handling, installation, operation, and maintenance procedures.
5. Installation procedures.
6. Calibration procedures, or a statement that calibration is not required.
7. Routine and preventive maintenance instructions for all maintenance activities, including instructions to keep equipment properly lubricated, adjusted, and maintained so that the item functions as intended throughout its full design life. Routine and preventive maintenance instructions shall include, but not limited to, the following:
  - a. Written explanations with illustrations or photographs for each preventive maintenance task.
  - b. Recommended schedule for execution of preventive and routine maintenance tasks.
  - c. Lubrication charts including a table of alternative lubricants naming at least two alternate lubricant manufacturers, with applicable product numbers, for each application.
  - d. Troubleshooting instructions.
  - e. List of required maintenance tools and equipment.
  - f. Procedures for disassembly, reassembly, alignment, adjustment, and inspection instructions. Instructions shall include photographs and/or video of the stages of the procedures. Provide photos or diagrams which indicate alignment and adjustment equipment/component locations.

- g. Recommended spare parts list to maintain equipment in service. Include serial numbers and other pertinent ordering information.
- h. Special Tools: For equipment, provide a list of special tools, materials, and supplies included and required for installation, checking, testing, parts replacement, and maintenance.
- i. Name, address, and telephone number for local sources of equipment and/or replacement parts.
- j. Name, address, telephone number, and email for manufacturer and manufacturer's local service representative.
- k. Material Safety Data Sheets (SDS) for any applicable item (chemicals, oils, lubricants, etc.) provided by the supplier. SDS shall be in the standard 16-section format as described under the Hazard Communication Standard (29 CFR 1910.1200(g) and 29 CFR 1910.1200 Appendix D).
- l. Warranty Information, Bond(s), and Service contract(s), if applicable. Warranty periods shall be as required by the Contract Documents.
- m. Project-specific tag number, and the associated manufacturer's model and serial number for the equipment provided.
- n. Factory Test Reports, if required per the equipment-specific technical specification.
- o. Commissioning Test Reports shall be included in the Final O&M Manual, including:
  - 8. Results of all installation inspection, field calibration, and field-testing reports prepared during the commissioning of the facility.
  - 9. Results of Acceptance Testing.
    - i. "No exceptions taken" shop drawings (including equipment drawings, schematics, circuit diagrams).
    - ii. Non-Project-Related Information Deleted: Non-project-related components, information, descriptions, or other reference information shall be deleted or crossed out or otherwise deleted. Indicate all components of the equipment on catalog pages by bold markings or some other clearly definable medium for ease of identification. All markings shall be readable if photocopied.

- D. Coordination: The Contractor shall coordinate the delivery and incorporation of all O&M Manuals prepared for this project from their component equipment suppliers.
- E. If applicable, the Contractor shall develop an O&M Manual for the equipment and systems designed and provided by the Contractor under this contract.

## 1.2 SUBMITTALS

- A. Installation Manuals and Preliminary O&M Manuals shall be submitted digitally per Section 01 33 00.
- B. Final O&M Manuals shall be submitted per Section 01 33 00 as a digital copy and as hardcopies in three ring binders. The Final O&M shall be an updated version of the Preliminary O&M Manual. Contractor shall prepare and insert additional data in the Final O&M when the need for additional data becomes apparent during Operator/Owner Training, or as otherwise deemed necessary by the Engineer. Contractor shall indicate in their transmittal all modifications made from the Preliminary O&M and on which pages those modifications can be found. Contractor shall provide additional information as part of the transmittal detailing how these modifications reflect the as-built conditions.
  - 1. Final O&M Hardcopies shall meet the following requirements:
    - a. The table of contents shall be included in each volume of multi-volume manuals.
    - b. Manuals shall use dividers and indexed tabs for each section or item delineated in the table of contents. Dividers shall be cardstock or plastic.
    - c. Manuals shall use 8½-inch by 11-inch acid free paper of high rag content and quality. All text must be legible, type-written or machine printed originals or high-quality copies. Paper shall be white.
    - d. Each page shall have a binding margin of approximately 1½ inches and be punched for placement in a three-ring "D" style loose-leaf binder, which shall be provided by the Contractor along with the submittal. Each binder shall be no more than 3 inches. Binders for a single manual shall be all of the same color.
    - e. Drawings provided as part of the Final O&M Manual shall be half-size black line (11" x 17") reproductions.
  - 2. Provide three (3) hard copies of the Final O&M Manuals. Contractor shall deliver the O&M manuals directly to Owner.
  - 3. Final O&M Digital Copies shall be in PDF format and satisfy the requirements of Section 01 33 00 Submittal Procedures. The document shall include bookmarks

corresponding to the hard-copy dividers and be completely searchable. A copy of the digital Final O&M shall be included on a USB inside of the hardcopy binder.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

**END OF SECTION**

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## SECTION 43 05 10 EQUIPMENT GENERAL PROVISIONS

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. This section specifies general requirements which are applicable to all mechanical equipment specified in Divisions 43 and 46.
- B. The Supplier is responsible for ensuring that all mechanical equipment meets the requirements of this section in addition to the specific requirements of each individual equipment specification section.
- C. Equipment lists presented in the Contract Documents, are included for the convenience of the Contractor and are not complete listings of all equipment, devices, items, materials, etc. required to be provided for the Work. The Contractor shall prepare specific material and equipment takeoff lists as necessary to satisfy the requirements of this Project.
- D. All equipment and appurtenances shall be rated for the area classification assigned to the location in which they will be installed.

#### 1.2 QUALITY ASSURANCE

- A. Arrangement: The arrangement of equipment on the Drawings is based upon information available to the Owner at the time of design and is not intended to show exact dimensions peculiar to a specific manufacturer. The Drawings are, in part, diagrammatic, and some features of the illustrated equipment installation may require revision to meet actual equipment installation requirements. Structural supports, foundations, connected piping and valves, electrical and instrument equipment connections shown may have to be altered to accommodate the equipment provided. No additional payment will be made for such revisions and alterations. Substantiating calculations and drawings shall be submitted prior to beginning the work.
- B. References: This section contains references to the following documents (the most current version shall apply). They are a part of this section as specified and modified. In case of conflict between the requirements of this section and those of the listed documents, the most restrictive requirements shall prevail.

REFERENCE	TITLE
ABMA Std 9	Load Ratings and Fatigue Life for Ball Bearings
ABMA Std 11	Load Ratings and Fatigue Life for Roller Bearings
ANSI B1.1	Unified Inch Screw Threads (UN and UNR Thread Form)
ANSI B1.20.1	Pipe Threads, General Purpose (Inch)
ANSI B16.1	Gray Iron Pipe Flanges and Flanged Fittings, (Classes 25, 125, and 250)
ANSI B18.2.1	Square and Hex Bolts and Screws (Inch Series)
ANSI B18.2.2	Square and Hex Nuts (Inch Series)
ANSI S2.19	Mechanical Vibration – Balance Quality Requirements of Rigid Rotors, Part 1: Determination of Permissible Unbalance, Including Marine Applications

- C. **Unit Responsibility:** Equipment systems made up of two or more components shall be provided as a unit by the responsible manufacturer. The responsible manufacturer shall select all components of the system to assure compatibility, ease of construction and efficient maintenance. The responsible manufacturer shall coordinate selection and design of all system components such that all equipment furnished and/or provided under the specification for the equipment system, including equipment specified elsewhere but referenced in the specification, is compatible and operates properly to achieve the performance requirements specified. Unless otherwise specified, the responsible manufacturer shall be the manufacturer of the driven equipment. Agents, representatives or other entities who are not a direct component of the manufacturing corporation will not be acceptable as a substitute for the manufacturer's corporation in meeting this requirement. This requirement for unit responsibility shall in no way relieve the Contractor of his responsibility to the Engineer for performance of all systems. Contractor is responsible to the Owner for testing and guarantee of all systems.
- D. **Identification of Listed Products:** Electrical equipment and materials shall be listed for the purpose for which they are to serve, by an independent testing laboratory. Three such organizations are Underwriters Laboratories (UL), Canadian Standards Association (CSA), and Electrical Testing Laboratories (ETL). Independent testing laboratory shall be acceptable to the inspection authority having jurisdiction. When a product is not available with a testing laboratory listing for the purpose for which it is to serve, the product may be required by the inspection authority to undergo a special inspection at the manufacturer's place of assembly. All costs and expenses incurred for such inspections shall be included in the original contract price.
- E. **Factory Tests:** Where specified in the individual product specification section, factory tests shall be performed at the place of fabrication and performed upon completion of manufacture or assembly. Factory tests shall be included in the original contract price.

### 1.3 FIELD TESTING

- A. Equipment testing and plant startup in accordance with Section 01650 are requisite to satisfactory completion of the Contract and, therefore, shall be completed within the Contract time. Except where otherwise provided, all work specified in this section shall be performed at no additional cost to the Owner.

- B. Where specified in the individual product specification section, the Contractor shall provide the services of an experienced and authorized representative of the manufacturer or supplier who shall visit the site of the work and inspect, check, adjust if necessary, and approve the equipment installation. The representative shall inspect and verify location of anchor bolts, placement, leveling, alignment, field erection of equipment, and controls operation. The representative shall make all necessary adjustments and settings to the controls to achieve proper sequence of operation as intended by the design. In each case, the Contractor shall arrange to have the equipment supplier's representative re-visit the job site as often as necessary until any and all trouble is corrected, and the equipment installation and operation are satisfactory to the Engineer.
- C. The Contractor shall require that each equipment supplier's representative furnish/provide to the Engineer a written report addressed to the Owner certifying that the equipment has been properly installed and lubricated, is in accurate alignment, is free from any undue stress imposed by connecting piping or anchor bolts and has been operated satisfactorily under full-load conditions.
- D. The Contractor shall be responsible for scheduling all operations testing. The Contractor is advised that the Engineer and the Owner's operating personnel will witness operations testing and that the equipment supplier's representative shall be required to instruct the Owner's operating personnel in correct operation and maintenance procedures. Reference Section 01 65 00 Commissioning of Systems.
- E. The Contractor shall furnish/provide all personnel, chemicals, fuel, oil, grease and all other necessary equipment, facilities and services required for conducting the tests.
- F. Perform the following field-testing services for all pump systems.
1. The manufacturer's representative shall analyze the complete equipment and/or pump and piping system and recommend such supports and modifications as necessary to eliminate harmonics and vibration in the system when operated over the operational speed range. Pump bases and foundations, as well as piping and supports as shown on the plans shall be modified and enlarged as necessary to provide adequate support and vibration control.
  2. The installed pumping units shall operate without excessive vibration. Balance of rotating parts shall be maintained throughout the pumps rated performance curve, which will include shut-off points. Vibration amplitude shall not exceed Hydraulic Institute limits, at any operating point along pump curve. If requested by Engineer, Contractor shall provide for an independent vibration analysis at no cost to the Owner to verify vibration requirements are met. Contractor shall be responsible to make required adjustments to ensure vibration is less than the maximum allowable amount. Excessive vibration will be defined as that which exceeds the limits outlined by the Hydraulic Institute for this type of pump.
  3. Perform hydraulic testing for each pump verifying performance on the pump curve. Data shall include flow measurement and discharge pressure at 3 different operation points for each pump. Data shall also include voltage,

amperage, and motor speed for each pump taken at each of the recorded operating points.

#### 1.4 SUBMITTALS

- A. Submittals shall be made as described in this section and as may be supplemented for each equipment item or group of related equipment items. Submittals shall be in accordance with Section 01 33 00 Submittal Procedures and shall identify the equipment by the number listed in the specification section, manufacturer and type designation.
- B. Product data submittals including the following:
  - 1. Descriptive literature, brochures, and/or catalogs of the equipment.
  - 2. Motor characteristics and performance information.
  - 3. Gear reducer data, including service factor, efficiency, torque rating, and materials, as applicable
  - 4. Parts list, including a list of recommended spare parts.
  - 5. Control philosophy provided in both written and schematic form.
  - 6. Compliance with electrical area classification requirements for all equipment and appurtenances.
  - 7. Anchor bolt sizing and seismic restraint calculations per this Specification; and as required in individual equipment submittals.
- C. Shop drawing submittals, including the following:
  - 1. Manufacturer's installation drawings showing equipment dimensions, weights, materials of construction and assembly, and lifting points.
  - 2. Elevation of main operator control station showing panel mounted devices. Provide details of power distribution and full load current draw of panel. Provide list of all terminations required to receive inputs or transmit inputs to the main control panel.
  - 3. Marked-up specification and Contract Document P&IDs indicating conformance or exception.
  - 4. Wiring and schematic diagrams.
  - 5. Nameplate data of each electric motor.
  - 6. Failure to include all drawings applicable to the equipment specified in this section will result in rejection of the entire submittal with no further review.

- D. Quality Assurance/Control Submittals
1. Design Data, Test Reports: Submit equipment testing reports, per this section. Submit proposed testing procedures and protocol.
  2. Submit manufacturer's shop test reports of electrical and control panels prior to shipment of equipment.
  3. Qualification statements
  4. Installation reference list
  5. Manufacturer's installation instructions
  6. Recommendations for short- and long-term storage
  7. A copy of manufacturer's field reports
- E. Closeout Submittals
1. Operations and Maintenance Manual per Section 01 73 00.
  2. Provide written copies of manufacturer's warranties on products described in this specification section.

#### 1.5 PROTECTION DURING SHIPMENT

- A. Shipping: Equipment shall be shipped in sealed, weathertight, enclosed conveyances and protected against damaging stresses during transport.
- B. Bearing housings shall be wrapped or otherwise sealed to prevent contamination by grit and dirt; and ventilation and other types of openings shall be taped closed.
- C. Damage shall be corrected to conform to the requirements of the Contract before the assembly is incorporated into the work. The Contractor shall bear the costs arising out of dismantling, inspection, repair and reassembly.
- D. Factory Applied Coatings: Each item of equipment shall be shipped to the site of the work with either the manufacturer's shop-applied prime coating or shop-applied finish coating. Manufacturer's shop-applied prime coating shall be compatible with the field-applied finish coating. The prime coating shall be applied over clean dry surfaces in accordance with the paint manufacturer's recommendations. The prime coating will serve as a base for field-applied finish coats. All factory finishes shall be approved by the Engineer.

## **PART 2 PRODUCTS**

### **2.1 FLANGES AND PIPE THREADS**

- A. Flanges on equipment and appurtenances provided under this section shall conform in dimensions and drilling to ANSI B16.1, Class 125. Pipe threads shall conform in dimension and limits of size to ANSI B1.1, coarse thread series, Class 2 fit.
- B. Threaded flanges shall have a standard taper pipe thread conforming to ANSI B1.20.1. Unless otherwise specified, flanges shall be flat faced.
- C. Flange assembly bolts shall be heavy pattern, hexagonal head, carbon steel machine bolts with heavy pattern, hot pressed, hexagonal nuts conforming to ANSI B18.2.1 and B18.2.2. Threads shall be Unified Screw Threads, Standard Coarse Thread Series, Class 2A and 2B, ANSI B1.1.

### **2.2 BEARINGS**

- A. Unless otherwise specified, equipment bearings shall be oil or grease lubricated, ball or roller type, designed to withstand the stresses of the service specified. Each bearing shall be rated in accordance with the latest revisions of American Bearing Manufacturers Association (ABMA) Methods of Evaluating Load Ratings of Ball and Roller Bearings. Unless otherwise specified, equipment bearings shall have a minimum L 10 rating life of 50,000 hours. The rating life shall be determined using the maximum equipment operating speed.
- B. Grease lubricated bearings, except those specified to be factory sealed and lubricated, shall be fitted with easily accessible grease supply, flush, drain and relief fittings. Extension tubes shall be used when necessary. Grease supply fittings shall be standard hydraulic alemite type.
- C. Oil lubricated bearings shall be equipped with either a pressure lubricating system or a separate oil reservoir type system. Each oil lubrication system shall be of sufficient size to safely absorb the heat energy normally generated in the bearing under a maximum ambient temperature of 60 degrees C and shall be equipped with a filler pipe and an external level indicator gage.
- D. All bearings accessible to touch, and located within seven feet measured vertically from floor or working level or within 15 inches measured horizontally from stairways, ramps, fixed ladders or other access structures, shall either incorporate bearing housings with sufficient cooling to maintain surface temperature at 65°C or less for continuous operation at bearing rated load and a 50°C ambient temperature or shall be provided with appropriate shielding shall be provided that will prevent inadvertent human contact.

### **2.3 V-BELT ASSEMBLIES**

- A. V-belt assemblies shall be Dodge Dyna-V belts with matching Dyna-V sheaves and Dodge Taper-lock bushings, Wood's Ultra V-belts with matching Ultra-V sheaves and Wood's

Sure-Grip bushings, or equal. Where stationary control variable pitch sheaves are specified, they shall be dry lubricated and shall have locking collars to clamp all movable parts securely in place to eliminate relative motion between sheave parts. The sheaves shall be adjustable only when the unit is stopped, and the sheaves are unloaded.

- B. Sheaves and bushings shall be statically balanced. Additionally, sheaves and bushings which operate at a peripheral speed of more than 5500 feet per minute shall be dynamically balanced. Sheaves shall be separately mounted on their bushings by means of three pull-up grab or cap tightening screws. Bushings shall be key seated to the drive shaft.
- C. Belts shall be selected for not less than 150% of rated driver horsepower and, where two sheaves sized are specified, shall be capable of operating with either set of sheaves. Belts shall be of the antistatic-type where explosion-proof equipment is specified.

## 2.4 SEALS

### A. General:

- 1. Seals for water and wastewater pump shafts shall be mechanical seals. For industrial wastewater service, or for fluids other than water or municipal wastewater, the recommendations of the seal manufacturer shall be followed for selection of appropriate seals. Unless specified otherwise, mechanical seals shall conform to the requirements set forth in this paragraph.

### B. Mechanical Seals:

- 1. Unless otherwise specified in the detailed pump specifications, mechanical seals shall be split mechanical seals requiring no field assembly, other than assembly around the shaft and insertion into the pump. They shall be self-aligning, and self-centering, single seals. They shall be of a nondestructive (nonfretting) type requiring no wearing sleeve for the shaft. Shafts for pumps specified with mechanical seals shall be furnished with no reduction in size through the seal area (no shaft sleeve). Where the detailed specifications call for cartridge instead of split seals, all other requirements of this paragraph apply.
- 2. Metal parts shall be Type 316 or 316L stainless steel. Springs shall be Hastelloy C, Elgiloy, or other Duplex SS selected for resistance to chloride attack. Rotary faces shall be silicon carbide or chrome oxide. Stationary faces shall be silicon carbide for solids bearing fluid service and carbon for clean water service. Elastomers shall be ethylene propylene or fluorocarbon. Mechanical seals shall be suitable for operation between full vacuum (0 pounds per square inch absolute [psia]) up to 200 percent of the maximum specified operating pressure, but in any event not less than 200 pounds per square inch gauge (psig).
- 3. Seal chambers shall be provided with vented solids removal restriction bushings except for enclosed line shaft pumps where the seal barrier fluid is used for line shaft bearing lubrication. The bushing shall both control the amount of flushing water flow and restrict solids and gas accumulation from the seal face area.

4. Candidate seals include:
  - a. Chesterton 442 seals provided with Chesterton/SpiralTrac solids removal restriction bushings Version N or D, as recommended by EnviroSeal Engineering Products, Ltd, Nova Scotia, Canada.
  - b. AESSEAL RDS seals with Cyclops bushing.
  - c. John Crane 3710 seals with Type 24SL bushing.

## 2.5 COUPLINGS

- A. Unless otherwise specified in the particular equipment sections, equipment with a driver greater than 2 horsepower, and where the input shaft of a driven unit is directly connected to the output shaft of the driver, shall have its two shafts connected by a flexible coupling which can accommodate angular misalignment, parallel misalignment and end float, and which cushions shock loads and dampens torsional vibrations. The flexible member shall consist of a tire with synthetic tension members bonded together in rubber. The flexible member shall be attached to flanges by means of clamping rings and cap screws, and the flanges shall be attached to the stub shaft by means of taper lock bushings which shall give the equivalent of a shrunk on fit. There shall be no metal to-metal contact between the driver and the driven unit. Each coupling shall be sized and provided as recommended by the coupling manufacturer for the specific application, considering horsepower, speed of rotation, and type of service.
- B. Where torque or horsepower capacities of couplings of the foregoing type is exceeded, Thomas Rex, Falk Steel Flex, or equal, couplings will be acceptable provided they are sized in accordance with the equipment manufacturer's recommendations and sizing data are submitted. They shall be installed in conformance to the coupling manufacturer's instructions.

## 2.6 GUARDS

- A. Exposed moving parts shall be provided with guards which meet all applicable Occupational Safety and Health Administration (OSHA) requirements. Guards shall be fabricated of 14 gage steel, 1/2 13 15 expanded metal screen to provide visual inspection of moving parts without removal of the guard. Guards shall be galvanized after fabrication and shall be designed to be readily removable to facilitate maintenance of moving parts. Reinforced holes shall be provided. Lube fittings shall be extended through guards.

## 2.7 CAUTION SIGNS

- A. Equipment with guarded moving parts which operates automatically or by remote control shall be identified by signs reading "Caution Automatic Equipment May Start At Any Time". Signs shall be constructed of fiberglass material, minimum 1/8-inch thick, rigid, suitable for post mounting. Letters shall be white on a red background. The sign size and pattern shall be as shown on the drawings. Signs shall be installed near guarded moving parts.

## 2.8 GAGE TAPS, TEST PLUGS AND GAGES

- A. Gage taps shall be provided on the suction and discharge sides of pumps, blowers and compressors. Pressure and vacuum gages shall be provided where specified. Gage taps, test plugs, and gages shall be as specified in Division 40.

## 2.9 EQUIPMENT SIGNAGE

### A. Equipment and Instrument Nametags

1. A stainless-steel plate shall be attached to all equipment with lettering embossed into the plate. Lettering shall be the equipment number in the contract documents. Method of attachment shall be as recommended by the signage supplier.
2. Large equipment may have lettering stenciled directly onto the equipment, in letter size and color determined by the ENGINEER. Furnish the proposed wording to the ENGINEER for approval.
3. All components within a packaged equipment system, including valves, instruments, and motors, shall be physically tagged with a 1½-inch- diameter minimum stainless-steel tag. Each tag shall be keyed to a valve, instrument, or equipment schedule designating the function and location of the item. The number and letters shall be on block-type, ¼" high, and stamped thereon.

### B. Valve and Gate Nametags:

1. Each valve and gate shall be provided with a 1½-inch- diameter minimum stainless-steel tag.
2. Each tag shall be keyed to the valve / gate schedule designating the function and location of the valve or gate. The number and letters shall be on block-type, ¼" high, and stamped thereon. The valve and gate numbers shall be provided by the Engineer during construction.
3. For exposed valves and gates, the tags shall be attached to the operator with key rings so that the tag cannot be removed.

## 2.10 LUBRICANTS

- A. The Manufacturer shall provide for each item of mechanical equipment a supply of the required lubricant adequate to last through the specified commissioning period. Lubricants shall be of the type recommended by the equipment. The Manufacturer shall limit the various types of lubricants by consolidating them, with the equipment manufacturer's approval, into the least number of different types. Not less than 90 days before the date shown in his construction schedule for starting, testing and adjusting equipment, the Manufacturer shall provide the Owner with three copies of a list showing the required lubricants, after consolidation, for each item of mechanical

equipment. The list shall show estimated quantity of lubricant needed for a full year's operation, assuming the equipment will be operating continuously.

#### **2.11 ANCHOR BOLTS**

- A. Anchor bolts shall be designed for lateral forces for both pullout and shear for all equipment items.
- B. Manufacturer shall perform and submit calculations for anchor bolts and seismic restraint for their equipment and shall be signed and sealed by a Registered Structural Professional Engineer Licensed in the State of Idaho. Calculations shall be based upon local American Society of Civil Engineers (ASCE) 7 (current edition) considerations for seismic design criteria and Section 01 60 10 Design Requirements for Non-Structural Components and Non-Building Structures.
- C. Anchor Bolts: Provide stainless steel bolts complying with ASTM A 320, Type 316.

#### **2.12 EQUIPMENT LIFTING PROVISIONS**

- A. All equipment shall be equipped with a single point lifting bale/eye to allow picking of the equipment and/or motor combination from a single lifting point.

#### **2.13 SPARE PARTS**

- A. Spare parts, wherever required by detailed specification sections, shall be stored in accordance with the provisions of this paragraph. Spare parts shall be tagged by project equipment number and identified by part number, equipment manufacturer, and subassembly component (if appropriate). Spare parts subject to deterioration, such as ferrous metal items and electrical components, shall be properly protected by lubricants or desiccants and encapsulated in hermetically sealed plastic wrapping. Spare parts with individual weights less than 50 pounds and dimensions less than two feet wide, or 18 inches high, or three feet in length shall be stored in a wooden box with a hinged wooden cover and locking hasp. Hinges shall be strap type. The box shall be painted and identified with stenciled lettering stating the name of the equipment, equipment numbers, and the words "spare parts." A neatly typed inventory of spare parts shall be taped to the underside of the cover.

### **PART 3 EXECUTION**

#### **3.1 GENERAL**

- A. Installation of equipment accessories included in this section shall be as recommended by the equipment manufacturer unless otherwise specified in the individual equipment specification section.

**END OF SECTION**

**SECTION 46 76 33**  
**SLUDGE DEWATERING EQUIPMENT**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Equipment Tag References: DW-BFP-702
- B. Goods and Services to be provided by Belt Filter Press Manufacturer: Procurement, including submittal preparation, fabrication, delivery and installation/startup support for a 2.5 meter Belt Filter Press, electrical control panel and appurtenances for chemical and biosolids sludge dewatering. It is anticipated that the procurement contract will be assigned to a General Contractor for installation at a future date.
- C. Procurement also includes additional goods and services for retrofit of wash-water system, polymer injection system and control panel upgrades to an existing belt filter press.

**1.2 RELATED SECTIONS**

- A. Section 01 33 00 – Submittal Procedures
- B. Section 01 60 00 – Product Requirements
- C. Section 01 65 00 – Commissioning of Systems
- D. Section 01 73 00 – Installation, Operation, and Maintenance Manuals
- E. Section 43 05 10 – Equipment General Provisions

**1.3 REFERENCE STANDARDS**

- A. ANSI – American National Standards Institute
- B. AWS – American Welding Society
- C. IEEE – Institute of Electrical & Electronics Engineers
- D. ISO – International Organization for Standardization
- E. NEMA – National Electrical Manufacturer's Association

**1.4 SUBMITTALS**

- A. Submittals shall be provided in accordance with Section 01 33 00 Submittal Procedures and 43 05 10 Equipment General Provisions.

- B. Design Information Submittal: The Supplier shall submit the following items, at minimum. Engineer reserves the right to request additional submittals as deemed necessary.
1. Manufacturer's Certificate: Certify that product(s) meet or exceed the specified requirements and are suitable for the use intended. Pumps and motors specified for variable speed operation through a variable frequency controller shall be capable of operating at low reduced speed for extended periods of time without overheating and to operate without excessive vibrations or harmonics at any speed.
  2. Submit shop drawings showing equipment dimensions, equipment and motor weight, thrust forces, detailed drawings for installation requirements, materials of construction, size and location of required piping and utility connections, structural supports, construction details, and materials of construction of all components.
    - a. Drawings shall be to a level of detail sufficient for an installing contractor to install the system.
  3. of the system, detailing the equipment supplied and showing equipment that shall interface with the system.
  4. Electrical and Controls Drawings:
    - a. Control schematics, single-line, and list of all input/output signals for control panels.
    - b. Electrical single-line diagram including power distribution requirements, transformers, drives, panel boards, meters and protective devices.
    - c. Panel layout diagrams including control devices and auxiliary devices and wiring diagrams.
    - d. Drawings shall be to a level of detail sufficient for an installing contractor to install the system
  5. Product Data: Manufacturer shall submit the following minimum information as part of their Product Data Submittal for each model or type of unit supplied by the Manufacturer:
    - a. Manufacturer's catalog information.
    - b. Manufacturer's specifications for materials and manufacturing.
    - c. Manufacturer's warranty as specified.
    - d. List of all variances from Specifications (Note: Failure to specifically list and fully explain all variance will be cause for rejection of submittal.)

- e. Detailed information for all ancillary items such as hardware and mounting frames, etc.
  - f. Information on equipment field erection requirements including total weight of assembled components and weight of each subassembly.
  - g. Unloading, handling, installation and storage instructions.
  - h. Design calculations and performance curves as applicable.
  - i. Manufacturer's coating system technical data sheets.
  - j. Manufacturer's recommended spare parts.
  - k. A maintenance schedule showing the required maintenance, frequency of maintenance, lubricants, and other items required at each regular preventive maintenance period.
  - l. Information and location of nearest parts, service crews, and repair facilities to the Owner.
  - m. Any additional information listed elsewhere in the Specifications and required to be submitted.
6. List all design modifications for Engineer's approval, if any, to accommodate the equipment proposed.
7. Any other required information to clearly and readily demonstrate compliance with all parts of the Specifications.
8. A bill of materials for all equipment, tagged devices, components, special tools, and spare parts supplied with the system, including component original part numbers identifying each furnished component and corresponding to the number provided on the drawings.
9. For instrumentation and controls, submit the following:
- a. Wiring diagrams: Comprehensive set of point-to-point wiring diagrams showing all interconnections between equipment, field instruments, and control panels.
  - b. Instrument List: A detailed instrument list for all field instruments that includes tag number, service, manufacturer, type, range, NEMA classification, connection type, factory calibration requirement, and UL approval.
  - c. Control Panel Documentation:

- i. Detailed Programmable Logic Controller (PLC) system network communication architecture, control panel layout, input/output lists.
    - ii. Control panel electrical power requirements, wiring diagrams, NEMA enclosure rating, nameplate layout.
  - d. Control System Programming Documentation:
    - i. Narrative description for all control systems, list of control and monitoring functions, list of alarms, control and alarm setpoints, graphic interface screen layouts.
    - ii. Program documentation printout with tag numbers, ladder logic, program and function listing, descriptive comments, list of tags available to plant supervisory system. This may be submitted as an electronic document due to size.
  - e. Bill of Materials: Detailed bill of materials for all control panel, PLC, operator interface terminal, and panel-mounted hardware and field instruments that includes the item tag number.
  - f. Product Data: Control panel, PLC, operator interface terminal, and panel-mounted hardware and field instrument catalog cut sheets.
  - g. Product Data and Shop Drawings shall be marked with tag numbers on all sheets to relate them to the bill of materials.
- C. Submittals required as Special Services shall include:
  - 1. Operation and Maintenance Manual: The Manufacturer shall furnish a complete instruction manual for installation, operation, maintenance and lubrication requirements for each component of mechanical and electrical equipment or systems provided by the Manufacturer. If manufacturer's standard instruction and maintenance manuals are used to describe operating and maintenance procedures, such manuals shall be modified to reflect only the model or series of equipment used on this project. Extraneous material shall be crossed out neatly or otherwise annotated or eliminated. The Operation and Maintenance (O&M) Manuals shall contain:
    - a. Name of Manufacturer with contact name, phone number and address;
    - b. Name of Manufacturer sales representative with contact name, phone number and address; and
    - c. Manufacturer System Model Number and Serial Numbers.
  - 2. Summary Sheet: At the front of the first Volume of the O&M Manual, include a page with the following information:
    - a. Name of Manufacturer with contact name, phone number and address;
    - b. Name of Manufacturer sales representative with contact name, phone number and address; and
    - c. Manufacturer System Model Number and Serial Numbers.

3. Mechanical and Electrical Equipment List: A complete list of mechanical and electrical equipment including:
- a. Supplier/sales representative contact name, phone number, and address;
  - b. Original Equipment Manufacturer (OEM) contact name, phone number, and address;
  - c. OEM list of routine maintenance requirements and frequency; and
  - d. List of spare parts list furnished with the contract.
  - e. Warranty: Copy of all approved guarantees and warranties applicable.
  - f. Approved Submittals: Design Information, Shop Drawings, Product Data, Factory Test, and Field Commissioning Test Report.
    - i. Performance and Nameplate Data: The O&M Manual shall include a list of all the nameplate and performance data required on the equipment and the furnishing of performance curves which were the results of factory tests or technical specification requirements.
    - ii. Process Control Information: Complete process description, operational information, control documents, final HMI (Operator Interface) screens with instructions.
    - iii. Electrical and Control Diagrams: As-built diagrams showing internal and connection wiring of enclosure-contained assemblies and overall system.
    - iv. Lubrication Information: OEM's recommendations regarding the lubricants to be used and lubrication schedule to be followed, including a list of acceptable lubricant from at least (3) manufacturers whose products are locally available.
    - v. Installation and Start-up Procedures: Manufacturer's recommendations for installation, adjustment, calibration, troubleshooting, and operating safety. Installation instructions shall include complete assembly drawings.
    - vi. Operating Procedures: Manufacturer's recommended step-by-step procedures for starting, operating, and stopping the equipment under specified modes of operation, including initial startup, automatic and manual operation, and emergency operation.

- vii. Preventive Maintenance Procedures: Equipment manufacturer's recommended steps and schedules for maintaining the equipment. Maintenance procedures shall include preventive, corrective maintenance, troubleshooting and detailed assembly, disassembly and repair procedures. Troubleshooting information shall include a tabular list of typical informational malfunctions and probable remedies.
- viii. Overhaul Instructions: Manufacturer's directions for the disassembly, repair, and re-assembly of the equipment and any safety precautions that must be observed while performing the work.
- ix. Exploded Views: Exploded views of mechanical equipment shall be provided, unless specified in the equipment description as not required; when exploded views are specified as not necessary, cut or section views shall be provided with detailed callouts.
- x. Parts List and Product Data: Generic title and identification number of each component part of the equipment and control devices, complete with exploded views of each assembly and weights of individual components weighing over 100 pounds.
- xi. Spare Parts List: Manufacturer's recommendations for parts and maintenance tools that should be stored by the Owner including:
  - 1. Generic title, identification number and quantity of each component part;
  - 2. Any special storage precautions that may be required;
  - 3. Name, address, and phone number of the nearest parts supplier;
  - 4. Identification of those parts with an anticipated delivery time of greater than two months.
- xii. Factory test as specified herein.
- xiii. On-site functional and performance testing plan as specified herein.
- xiv. On-site field commissioning test report as specified herein.
- xv. Specific Information: As necessary where items of information are not included in the above list but are required or as otherwise required in the Specifications.

## 1.5 QUALITY ASSURANCE

### A. Manufacturer's Qualifications

1. Manufacturer shall have a minimum of five years of experience producing equipment substantially like that required and shall be able to submit documentation of at least fifteen independent installations using the same size or larger equipment as detailed below. At the time of submission, each installation must have been in satisfactory operation for at least five years.
2. The Contract Documents represent the minimum acceptable standards for the equipment. All equipment shall conform fully in every respect to the requirements of the respective parts and sections of the Drawings and Specifications. The entire unit shall be Manufacturer's standard product, but shall be modified, redesigned, furnished with special features or accessories, made of materials, or provided with finishes as may be necessary to conform to the quality mandated by the technical and performance requirements of the Specification.
3. Fabrication shall be done in compliance with all applicable ASTM standards or equivalent international standards.
4. All materials and equipment specified herein shall be within the scope of Underwriter's Laboratories (UL) Examination Services, be approved by the UL for the purpose for which they are used and shall bear an NRTL label.

## 1.6 WARRANTY

### A. From Date of Substantial Completion:

1. One (1) year machine warranty
2. Five (5) year warranty for the frame, frame coating, rollers, roller coating, bearings and hydraulic power unit.

## PART 2 PRODUCTS

### 2.1 BASIS OF DESIGN

#### A. Manufacturer: BDP Industries, Inc.

1. Model: 2.5 Meter 3DP Belt Press
  - a. No "or-equals" will be accepted.

### 2.2 GENERAL

- A. The Equipment specified herein shall be furnished by sludge dewatering equipment manufacturer, who shall assume complete responsibility for conformance to the design documents.
- B. Like items of equipment associated with this specification shall be the product of one manufacturer to achieve standardization of operation, spare parts, maintenance and manufacturer's service.
- C. Manufacturer's standard equipment sizes shall be used unless otherwise specified.
- D. The equipment provided shall be complete in all respects including, but not limited to, initial lubricants, components, calibration, alignment, and adjustments as necessary to place the equipment in operation to perform its intended functions.

### 2.3 DESIGN REQUIREMENTS

Quantity	1 belt filter press
Sludge Type	Blend of municipal Waste Activated Sludge with a 12-day solids residence time and tertiary treatment alum based sludge
Solids Content	0.5% to 0.9% (5,000-9,000 mg/L)
Minimum Solids Loading Rate	Meet or exceed existing belt filter press, recent 1,500 lb dry solids per hour
Minimum Cake Dryness	Meet or exceed existing belt filter press, recent performance has been 14%
Minimum Solids Capture	94%
Maximum Polymer Consumption	15 lb per dry ton solids
Sludge Temperature	10-20°C
Ambient Temperature	40-100 °F
pH	6.5-9
Specific Gravity	1.05
Duty	Continuous
Drive Type	Geared motor
Suction and Discharge Flange	4" 150 Pound ANSI

### 2.4 EQUIPMENT DESCRIPTION

- A. One (1) - 2.5m 3DP Belt Press – 50 PLI hydraulic tensioning and tracking.
- B. One (1) - Master Control Panel with PLC/OIT: Complete Master Control Panel (MCP) for dewatering system control function and drives: NEMA 4X, 304 stainless steel, Floor mount, UL508, PLC: Allen Bradley Compact Logix, HMI: Allen Bradley 12" Color Panelview Plus 7 OIT, Ethernet communication, 460V/3phase/60hz. Contains all interlocks and controls for the 3DP, booster pumps with motor starter, hydraulic units, and 3DP mounted drives.

- C. One (1) - Local Control Panel: Complete Local Control Panel (LCP) for dewatering system control function and drives: NEMA 4X, 304 stainless steel, wall mount, UL508, HMI: Allen Bradley 12" Color Panelview Plus 7 OIT, Ethernet communication and 120V/1phase/60hz power.
- D. One (1) - Washwater Booster Pump: 7.5 HP Goulds model 3656 wash water booster pump capable of boosting from 70 to 120 PSI at a flow rate of 115 GPM.
- E. One (1) - Discharge chute – 304 Stainless Steel
- F. Upgrades to existing Belt Filter Press unit:
  - 1. One (1) - Venturi Mixer Upgrade to Electrically Actuated for Existing Belt Filter Press: Conversion to Automatic electric actuated Venturi Mixer. The existing venturi mixer body will be re-used. The new components will include a 316ss internal flapper, 316ss side cover, electric actuator, and isolation ring with pressure sensor. Includes installation labor.
  - 2. One (1) - MNR Shower Upgrade to Existing Belt Filter Press: All three (3) showers will be upgraded to the Mist and Noise Reduction showers. Includes installation labor.
  - 3. One (1) - Control Panel Modifications for to Existing Belt Filter Press: Panel will be upgraded with two (2) new Allen Bradley Powerflex 525 VFD's to match the new control panel. Includes installation labor.

## 2.5 MOTORS

- A. The main drive motor shall be designed, manufactured and tested in accordance with the latest NEMA, IEEE and ANSI standards and have the following characteristics: 2 HP hydraulic power unit motor and 7.5 HP washwater booster pump motor.

## 2.6 SPARE PARTS AND SPECIAL TOOLS

- A. Spare parts and special tools needed to operate and maintain the equipment for one year.

## 2.7 LUBRICANTS

- A. The Equipment Supplier shall provide all necessary oils, lubricants, grease guns, or other necessary applicators and shall lubricate the mechanical equipment prior to initial operation in accordance with the manufacturer's requirements and recommendations. The Equipment Supplier shall supply a 12-month supply of each lubricant.

## **PART 3 EXECUTION**

### **3.1 PRODUCT DELIVERY, HANDLING AND STORAGE**

- A. Reference Section 01 60 00 Product Requirements and 43 05 10 Equipment General Provisions for additional requirements.

### **3.2 FACTORY TESTS**

- A. The Manufacturer's proposed factory testing protocol shall be submitted to the Engineer for review 14 calendar days prior to the anticipated start date of factory testing.
- B. Owner reserves the right to have an Owner-designated representative witness the Factory Tests. Manufacturer shall coordinate the test schedule to allow Owner attendance.
- C. Power Distribution and I/O Checklist
  1. Manufacturer shall submit a power distribution and I/O checklist for all points in the control panel.
  2. The draft checklist shall be submitted to Engineer for review and approval 15 days prior to the scheduled testing date.
  3. The form shall include the Manufacturer's name, project name, contract name, control panel identification, testing type (factory), and date and time of the testing.
  4. The list shall include for each point, the tag name of the point, a description of the point, I/O type, scale for analog inputs, rack number, slot number, point number, factory check off for the person performing the test, and comments.
- D. Control Panel Power and I/O Testing
  1. All system elements shall be checked to verify that they have been installed properly and that all terminations have been made correctly.
  2. Control power distribution shall be checked for proper wiring and voltage levels.
  3. Circuits not energized shall be tested for continuity.
  4. Energized circuits shall be tested through all components from the terminal blocks in the control panel to the hardware I/O memory locations in the PLC.
  5. Discrete input signals shall be checked by simulating the field device with a wire jumper connected to the field wiring terminals, and verifying the input is received at the correct PLC input point. Each digital point shall be set and reset.

6. Discrete output signals shall be checked by forcing the PLC output using a laptop with PLC programming software, and verifying that the output changes state at the field wiring terminals.
  7. Analog points shall be verified at 0 percent, 25 percent, 50 percent, 75 percent, and 100 percent of range.
  8. Analog input signals shall be checked by simulating the instrument signal with a 2-wire or 4-wire current source, connected to the field wiring terminals.
  9. Analog output signals shall be checked by forcing a value to the PLC output using a laptop with PLC programming software, and verifying that the output changes to the appropriate level at the field wiring terminals.
- E. Control Panel Functional Testing
1. After completion of power distribution and I/O testing, the Manufacturer shall conduct subsequent functional testing.
  2. All control functions and all status and alarm monitoring and indication shall be demonstrated under simulated operating conditions.
  3. The Manufacturer shall revise, modify, and adjust the system as required during the testing period.
  4. The final completed testing forms and other functional testing documentation shall be compiled into the Factory Test Report.
- F. Certified Factory Test Reports shall be submitted to and approved by the Engineer prior to shipment.
- G.
- H. Factory test reports shall be submitted to the Engineer for review 14 calendar days prior to the anticipated ship date.

### 3.3 INSTALLATION

- A. Installing Contractor shall install the equipment specified herein in accordance with the Seller/Manufacturer's recommendations and as shown on the Drawings and Submittals.
- B. Seller/Manufacturer's qualified representative shall inspect the installation, generate a deficiency list for the installing Contractor, and shall review with the installing Contractor on-site commissioning.
- C. Reference Section 01 60 00 Product Requirements for additional requirements.
- D. Provide anchor bolts in accordance with Section 43 05 10 Equipment General Provisions.

- E. Installing Contractor shall coordinate equipment, motors, drives, and controllers so that the completed system operates satisfactorily under all operating conditions.
- F. The Installing Contractor shall lubricate the mechanical equipment prior to initial operation.

### 3.4 COMMISSIONING

- A. Reference Section 01 65 00 Commissioning of Systems for additional requirements.
- B. Field tests shall demonstrate that all equipment operates properly and specified performance defined within this Specification Section has been attained. Should tests indicate unsatisfactory operation, conditions shall be corrected and test repeated at the Supplier / Manufacturer's expense.
  - 1. Reference Section 43 05 10 Equipment General Provisions for additional field testing requirements.
- C. Initial Starting and Testing of Systems
  - 1. In addition to the requirements listed in 01 65 00 Commissioning of Systems and 43 05 10 Equipment General Provisions.
- D. Training
  - 1. Reference Section 01 65 00 Commissioning of Systems for training requirements.
- E. Owner Programming
  - 1. Reference Section 01 65 00 Commissioning of Systems for Owner's programming period requirements.
- F. Acceptance Testing
  - 1. Reference Section 01 65 00 Commissioning of Systems for acceptance testing requirements.
- G. If the equipment does not meet the requirements of this Specification, corrective measures shall be taken, and re-testing undertaken to confirm compliance with the Contract Documents at no additional cost to the Buyer.
- H. Manufacturer's Representative Requirements for On-Site Support and Assistance
  - 1. Manufacturer's representative shall provide the following minimum number of trips, days, and hours onsite for the activities noted below. Note: one day is defined as a minimum of eight hours on-site.

Description	Minimum Number of Trips	Minimum Number of Days
Installation Assistance	2	8
	NOTE 1	NOTE 1
Initial Starting and Testing of Systems	NOTE 1	NOTE 1
Training	NOTE 1	NOTE 1
Initial Acceptance Testing	NOTE 1	NOTE 1
Final Acceptance Testing	1	1
<b>Total</b>	<b>3</b>	<b>9</b>

- a. NOTE 1: Schedule assumes that installation assistance, initial starting and testing of systems, training, and Initial Acceptance Testing could potentially occur within the same trips.
2. Several activities may be grouped together if a minimum advanced notice of 24-hours is provided and Owner's staff and Engineer's staff are available.
3. Installing Contractor's schedule, the progression of the Work, manufacturer's performance, and other factors within Installing Contractor's control may require additional trips to complete the Work. If, in the opinion of the Engineer, additional time is required to assist with any activity, it shall be provided at no additional cost to the Owner.

### END OF SECTION

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**CITY OF POST FALLS**  
**AGENDA REPORT**  
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS  
**MEETING DATE: 2/17/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Warren Wilson, Deputy City Administrator  
**SUBJECT:** Ordinance - City Boards and Commissions

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**ITEM AND RECOMMENDED ACTION:**

Staff requests adoption of the ordinance updating and clarifying the regulations of the city's standing boards and commissions.

**DISCUSSION:**

This item is the returning ordinance to adopt updates and clarifications to the regulations of the city's standing boards and commissions as discussed at the last council meeting.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

The ordinance was reviewed by the City Council at the February 2, 2026 meeting.

**APPROVED OR DIRECTION GIVEN:**

Council approved the changes and directed staff to bring the ordinance back for adoption.

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

N/A

**BUDGET CODE:**

N/A

**ATTACHMENTS:**

1. 2026.01.07 City Boards and Commissions Ord

**ORDINANCE NO.** [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REPEALING MUNICIPAL CODE CHAPTER 2.12 AND ADOPTING A NEW CHAPTER 2.12 REGULATING THE APPOINTMENT OF MEMBERS OF THE POST FALLS PLANNING AND ZONING COMMISSION, PARKS, RECREATION, AND URBAN FORESTRY COMMISSION, URBAN RENEWAL AGENCY, THE POST FALLS BUILDING CODE BOARD OF APPEALS, AND THE INDUSTRIAL CORPORATION FOR THE CITY OF POST FALLS; 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 it is in the public interest to revise, from time to time, city code requirements to ensure that they are consistent with state law and existing practice; and

**WHEREAS**, after recommendation of the departments responsible for staffing the cities boards and commissions it to be in the best interests of the citizens of the City of Post Falls that the following ordinance that updates the codes applicable to appointing city boards and commissions be adopted.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the City of Post Falls as follows:

**SECTION 1.** 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 2.** That Post Falls Municipal Code Chapter 2.12 is repealed and a new Chapter 2.12, entitled Boards and Commissions is adopted to read as follows:

**Chapter 2.12 - Boards and Commissions**

**2.12.010. – Planning and Zoning Commission.**

**A. Establishment and Duties.** The Post Falls Planning and Zoning Commission is established to perform the planning and zoning duties assigned to the Commission by the Idaho Local Land Use Planning Act (Title 67, Chapter 65, Idaho Code) and by the city’s zoning and subdivision regulations (Post Falls Municipal Code Titles 17, 18, and 18A) Additionally, the Commission serves as the city’s Development Impact Fee Advisory Committee and performs the duties assigned by the Idaho Development Impact Fee Act (Title 67, Chapter 82, Idaho Code) and by the city’s development impact fee regulations (Post Falls Municipal Code Title 19). The Commission also performs such other duties as may be assigned by the mayor, city council, and city administration relating to land use planning and development. The city clerk will designate an employee to serve as a deputy clerk to make and maintain records of Commission meetings.

**B. Membership, Quorum, and Organization.** The Planning and Zoning Commission consists of seven (7) members. Commissioners are appointed by the Mayor and confirmed by vote of the City Council consistent with the provisions of I.C. 50-210. A quorum of four (4) members is required to conduct business. At the first Commission meeting of each year, the Commission must elect a Chairperson and such other officers as necessary.

**C. Term.** Planning and Zoning Commissioners will be appointed to four (4) year terms. Terms expire on the last day of February of the final year of the term; however, members may continue to serve until the appointment of a successor is confirmed by the City Council. Vacancies occurring other than by expiration of a term will be filled for the remainder of the unexpired term.

**D. Residency and Makeup of Commission.** Commissioners must be residents of Kootenai County and must have resided in the county for at least two (2) years prior to appointment. Consistent with I.C. 67-6504, members will be selected without respect to political affiliation. A sufficient number of members who reside within the Post Falls Area of Impact will be appointed to meet the proportional representation requirement contained in I.C. 67-6526(4)(k). Additionally,

to meet the requirements of I.C. 67-8205, at least two (2) members of the Commission must be active in the business of development, building, or real estate.

**E. Removal of Members.**

Consistent with I.C. 67-6504, Commissioners may only be removed for cause following a majority vote of the City Council. Cause includes, but is not limited to, three (3) or more unexcused absences from regular meetings during a twelve-month period, lack of preparation or diligence, and disrupting meetings or being discourteous to the public, staff, or other Commissioners.

**2.12.020. – Parks, Recreation, and Urban Forestry Commission.**

**A. Establishment and Duties.** The Post Falls Parks, Recreation, and Urban Forestry Commission is established to recommend regulations for the administration of city recreation programs and to advise city staff and the mayor and city council about the operation of publicly operated parks. Additionally, the Commission advises the city council on expenditures of park and recreation impact fees and funds from the Parks and Recreation Capital Development Fund. The Commission also advises the city on urban forestry practices and conducts administrative appeals under the city's Street Tree and Urban Forestry regulations (Post Falls Municipal Code Chapter 12.32). The Commission will also perform such other duties as may be assigned by the mayor, city council, and city administration relating to parks, recreation, and urban forestry. The city clerk will designate an employee to serve as a deputy clerk to make and maintain records of Commission meetings.

**B. Membership, Quorum, and Organization.** The Parks, Recreation, and Urban Forestry Commission consists of seven (7) members. Commissioners are appointed by the Mayor and confirmed by vote of the City Council consistent with the provisions of I.C. 50-210. A quorum of four (4) members is required to conduct business. At the first Commission meeting of each year, the Commission must elect a Chairperson and such other officers as necessary.

**C. Term.** Parks, Recreation, and Urban Forestry Commissioners will be appointed to four (4) year terms. Terms expire on the last day of February of the final year of the term; however, members may continue to serve until the appointment of a successor is confirmed by the City

Council. Vacancies occurring other than by expiration of a term will be filled for the remainder of the unexpired term.

**D. Residency and Makeup of Commission.** Commissioners must be residents of the City of Post Falls and must have resided in the city for at least two (2) years prior to appointment.

**E. Removal of Members.**

Consistent with I.C. 50-210, Commissioners may be removed by the Mayor subject to a majority vote of the City Council.

### **2.12.030. - Post Falls Urban Renewal Agency.**

**A. Establishment and Duties.** The Post Falls Urban Renewal Agency was established by I.C. 50-2006 and Post Falls Resolution 91-11 as an independent public body corporate and politic within the City of Post Falls to perform the urban renewal and economic development functions assigned to the Agency under the Idaho Urban Renewal Law of 1965 (Title 50, Chapter 20, Idaho Code) and the Local Economic Development Act (Title 50, Chapter 29, Idaho Code).

**B. Membership, Quorum, and Organization.** The Urban Renewal Agency Commission consists of seven (7) members. Members are appointed by the Mayor and confirmed by vote of the City Council consistent with the provisions of I.C. 50-210. A quorum of four (4) members is required to conduct business.

**C. Term.** Urban Renewal Commissioners will be appointed to four (4) year terms. Terms expire on the last day of December of the final year of the term; however, members may continue to serve until the appointment of a successor is confirmed by the City Council. Vacancies occurring other than by expiration of a term will be filled for the remainder of the unexpired term.

**D. Residency and Makeup of Commission.** Commissioners must be residents of Kootenai County.

**E. Removal of Members.**

Commissioners may be removed for inefficiency or neglect of duty or misconduct in office by following the hearing procedures contained in I.C. 50-2006(2)(b). Causes for removal include,

but are not limited to, three (3) or more unexcused absences from regular meetings during a twelve-month period, lack of preparation or diligence, and disrupting meetings or being discourteous to the public, staff, or other Commissioners.

#### **2.12.040. – Building Code Board of Appeals.**

**A. Establishment and Duties.** The Post Falls Building Code Board of Appeals is established to hear appeals of orders, decisions, or determinations made by the Post Falls building official consistent with the requirements contained in the adopted International Building Code, International Residential Code, International Mechanical Code, International Fuel Gas Code, International Property Maintenance Code, International Existing Building Code, International Energy Conservation Code, and any other building or construction codes adopted by the City of Post Falls. The city clerk will designate an employee to serve as a deputy clerk to make and maintain records of Board meetings.

**B. Membership, Quorum, and Organization.** The Building Code Board of Appeals consists of seven (7) members. Members are appointed by the Mayor and confirmed by vote of the City Council consistent with the provisions of I.C. 50-210. A quorum of five (5) members is required to conduct business. At the first Board meeting of each year, the Board must elect a Chairperson and such other officers as necessary.

**C. Term.** Members will be appointed to four (4) year terms. Terms expire on the last day of February of the final year of the term; however, members may continue to serve until the appointment of a successor is confirmed by the City Council. Vacancies occurring other than by expiration of a term will be filled for the remainder of the unexpired term.

**D. Residency and Makeup of Board.** Board members must be residents of Kootenai County and may not be employees of the city. Each member must be qualified by education, training, or experience to evaluate matters pertaining to building construction.

**E. Hearings Before the Board.** The procedures for appeals to the Board are:

1. Appeals must be filed on a form obtained from the building official and be received within twenty (20) days after the notice, order, or decision appealed from was emailed, hand delivered, posted, or deposited in the United States mail postage prepaid. Appeals must be based on a claim that the intent of the adopted building code have been incorrectly interpreted, the provisions of the code do not fully apply, or an equally good or better form of construction is proposed. The appeal hearing will be heard within forty (40) days of receipt of the appeal.
2. The Board must allow both the appellant and the building official to be heard and present relevant information without regard to formal rules of evidence.
3. The Board may only overrule or reverse the decision of the building official by a vote of two-thirds ( $\frac{2}{3}$ ) of its members participating in the hearing. Members may not participate in an appeal in which that member has a personal, professional, or financial interest.
4. The Board will issue all decisions in writing with copies provided to the appellant and the building official.
5. The Board is not authorized to interpret the administrative provisions or waive any requirements of any adopted building code.
6. The Board may adopt additional rules and procedures for conducting its business consistent with the rules contained in this section.

#### **F. Removal of Members.**

Consistent with I.C. 50-210, members may be removed by the Mayor subject to a majority vote of the City Council.

#### **2.12.050. - Post Falls Industrial Development Corporation.**

**A. Establishment and Duties.** The Industrial Development Corporation of the City of Post Falls was established by Ordinance No. 1270 as a public corporation under the Idaho Municipal Development Program (Title 50, Chapter 27, Idaho Code) to facilitate economic development and employment opportunities in the City.

**B. Membership, Quorum, and Organization.** The Industrial Corporation’s Board of Directors consists of three (3) members. Members are appointed by the Mayor and confirmed by vote of the City Council consistent with the provisions of I.C. 50-210. A quorum of two (2) members is required to conduct business.

**C. Term.** Board Members will be appointed to four (4) year terms. Terms expire on the last day of February of the final year of the term; however, members may continue to serve until the appointment of a successor is confirmed by the City Council. Vacancies occurring other than by expiration of a term will be filled for the remainder of the unexpired term.

**D. Residency and Makeup of Commission.** Board members must be residents of Kootenai County.

**E. Removal of Members.**

Consistent with I.C. 50-210, members may be removed by the Mayor subject to a majority vote of the City Council.

**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 before 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 previously 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 city clerk shall cause the Post Falls Municipal Code to be amended as provided by this Ordinance and may renumber, re-letter, and rearrange the codified parts of this Ordinance if necessary to facilitate the finding of the law.

**SECTION 5.** The city attorney may correct scrivener’s errors in this Ordinance by filing a corrected copy with the city clerk.

**SECTION 6.** The provisions of this Ordinance are severable, and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, 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 7.** 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 February \_\_\_ 2026.*

APPROVED, ADOPTED, and SIGNED this \_\_\_\_\_ day of February, 2026.

\_\_\_\_\_  
Randy Westlund, 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, REPEALING MUNICIPAL CODE CHAPTER 2.12 AND ADOPTING A NEW CHAPTER 2.12 REGULATING THE APPOINTMENT OF MEMBERS OF THE POST FALLS PLANNING AND ZONING COMMISSION, PARKS, RECREATION, AND URBAN FORESTRY COMMISSION, URBAN RENEWAL AGENCY, THE POST FALLS BUILDING CODE BOARD OF APPEALS, AND THE INDUSTRIAL CORPORATION FOR THE CITY OF POST FALLS; 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 establishes the regulations for the city’s standing boards and commissions; 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 N. Spokane Street, Post Falls, ID 83854, in the office of the City Clerk. Dated this \_\_\_\_ day of February, 2026.

/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 establishes the regulations for the city’s standing boards and commissions, 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 February, 2026.

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Field K. Herrington, City Attorney

DRAFT

**CITY OF POST FALLS**  
**AGENDA REPORT**  
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS  
**MEETING DATE: 2/17/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Shelly Enderud, City Administrator, Field Herrington, City Attorney  
**SUBJECT:** Ordinance - Parades

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**ITEM AND RECOMMENDED ACTION:**

Staff requests that the City Council review the returning Parade Code update and consider approval and adoption of the ordinance as presented.

**DISCUSSION:**

This ordinance returns to Council following prior discussions on establishing a formal permitting structure for parades and related events conducted within public streets and rights-of-way. The returning ordinance reflects Council direction from earlier presentations and discussions held throughout 2024 and 2025.

**Background and Process to Date**

Staff has continued meeting with community partners, agencies, and event representatives to refine the ordinance and ensure alignment with operational needs, public safety, and community expectations. The timeline below summarizes work completed since the ordinance was first introduced:

**Parade Update Timeline (2024–2025)**

May 7, 2024 – Council Presentation on Parade Support.

March 4, 2025 – Draft Parade Ordinance was presented to Council for initial discussion.

March 18, 2025 – Staff met with Community Ambassadors (Shelly) to discuss operational needs, application expectations, and support considerations.

March / April 2025 – Staff met with the following agencies to discuss Memorandum of Understanding (MOU) structures and coordination models:

April 23, 2025 – Staff connected the Ambassadors with a sponsorship opportunity to support future events.

July 12, 2025 – Parade conducted under current rules while ordinance development continued.

Ongoing (2025) – Key MOU points were reviewed to complement the ordinance and improve clarity between the City and event partners.

2026 (Prior to Parade) - Present MOU with Parade sponsor to Council for adoption.

**Summary of Returning Ordinance**

The ordinance establishes a structured permitting framework for parades and similar events utilizing public streets and rights-of-way. Required application elements, insurance standards, safety provisions, and time-place-manner guidelines are included, consistent with Council’s prior direction. The ordinance also emphasizes: improved public safety planning, transparent permitting expectations for applicants, reduced operational strain on City departments, and consistency with prior Council discussion of policy goals.

**Next Steps**

If adopted, staff will finalize implementation procedures, notify community partners, and prepare associated public information materials.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

Parade Support Presentation – **May 7, 2024**

Draft Parade Ordinance Introduction – **March 4, 2025**

**APPROVED OR DIRECTION GIVEN:**

Council previously directed staff to refine the draft ordinance, conduct outreach with partner agencies, and return the ordinance for consideration.

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

There is no direct fiscal impact associated with returning the ordinance for review. Any cost implications would occur through future implementation steps, including permit administration and event coordination.

**BUDGET CODE:**

N/A

**ATTACHMENTS:**

1. ORD Parade

**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 CHAPTER 10.28 OF THE POST FALLS MUNICIPAL CODE RELATING TO PARADES, FUNERAL PROCESSIONS AND TEMPORARY STREET CLOSURES; ESTABLISHING PERMITTING REQUIREMENTS AND REGULATIONS FOR EVENTS IMPACTING PUBLIC STREETS, ALLEYS, AND RIGHTS-OF-WAY; PROVIDING FOR DEFINITIONS, APPLICATION PROCEDURES, APPROVAL CRITERIA, INSURANCE REQUIREMENTS, AND TIME, PLACE, AND MANNER RESTRICTIONS; PROVIDING FOR ENFORCEMENT, PENALTIES, AND APPEALS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING THAT ADOPTION WILL NOT AFFECT THE PROSECUTION OF VIOLATIONS, THE COLLECTION OF PENALTIES, THE VALIDITY OF PRIOR ACTIONS, OR MATTERS PENDING; 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 City of Post Falls is responsible for maintaining public safety, order, and efficient management of public spaces, including streets, sidewalks, and rights-of-way; and

**WHEREAS**, the City of Post Falls recognizes the importance of parades, funeral processions, and public assemblies as a form of public expression and community engagement; and

**WHEREAS**, the City seeks to ensure that parades, funeral processions, and temporary street closures are conducted in a manner that minimizes disruption to traffic flow, emergency services, and local businesses while safeguarding participants and the general public; and

**WHEREAS**, the current chapter 10.28 of the Post Falls Municipal Code requires updates to clarify permitting requirements, establish clear application procedures, and provide enforcement mechanisms consistent with best practices and legal standards; and

**WHEREAS**, the Mayor and City Council of the City of Post Falls find it necessary to amend chapter 10.28 to enhance the permitting process, streamline enforcement, and ensure fair and consistent application of the law; and

**WHEREAS**, after the recommendation of the Administration and Legal Department, it is deemed by the Mayor and City Council to be in the best interests of the citizens of the City of Post Falls that the following be adopted.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the City of Post Falls as follows:

**SECTION 1.** That Post Falls Municipal Code chapter 10.28 is repealed, and a new chapter 10.28 is adopted as follows:

**Chapter 10.28 Parades, Funeral Processions, and Temporary Street Closures**

**10.28.010. Definitions.**

Words in this title used in the present tense include the future; the plural includes the singular; the words "must," "shall" and "will" indicate a mandatory requirement, while the word "may" indicates that discretion may be used; and the words "used" or "occupied" are considered to be followed by the words "or intended, arranged, or designed to be used or occupied."

Unless the context indicates otherwise, the following terms, used in this title, have the following meanings:

*Applicant* means any *Person* applying for a *Permit* pursuant to this chapter.

*Chief of Police* means the chief of police of the City of Post Falls or their authorized designee.

*City Clerk* means the city clerk of the City of Post Falls or their authorized designee.

*Community Development Director* means the community development director of the City of Post Falls or their authorized designee.

*Event* means any organized gathering that uses a *Public Street or Alley*, sidewalk, or right-of-way and materially impacts traffic flow, public safety, or city services, including but not limited to *Parades, Funeral Processions*, public assemblies, festivals, parties, and temporary street closures. This definition does not include small-scale, non-commercial religious, civic, or community

activities unless such activities require the closure of a *Public Street or Alley* or materially interfere with traffic flow or emergency services.

*Fire Chief* means the fire chief of the Kootenai County Fire and Rescue or their authorized designee.

*Funeral Procession* means an anticipated procession of twenty-five (25) or more vehicles traveling together to a burial site, crematory, or funeral service as part of a funeral ceremony.

*Parade* means a procession consisting of persons, animals, floats, or other vehicles, or a combination thereof, in a *Public Street or Alley*. This definition does not include small-scale, non-commercial religious, civic, or community activities unless such activities require the closure of *Public Street or Alley* or materially interfere with traffic flow or emergency services.

*Permit* means any permit as required by this chapter. An approved application will serve as the permit.

*Permittee* means any *Person*, firm, partnership, association, corporation, company, or organization of any kind granted a *Permit* under this chapter.

*Person* means a person, firm, partnership, association, corporation, company, or organization.

*Public Street or Alley* means any place or way set aside or open to the general public for primary purposes of vehicular traffic, including any berm or shoulder, parkway, right-of-way, or median strip thereof.

*Public Works Director* means the public works director of the City of Post Falls or their authorized designee.

*Spontaneous Event* means a gathering for First Amendment expressive activity that occurs in response to breaking or emerging news.

#### **10.28.020 Permits.**

- A. **Permits Required.** It is unlawful for any *Event* to occupy, close, march upon, or proceed along any *Public Street or Alley* except in accordance with a *Permit* issued by the *City Clerk*, in compliance with this chapter and all applicable local, state, and federal laws. This

requirement does not apply to *Spontaneous Events*, subject to section 10.28.090 of this chapter.

B. **Application for Permits.** An *Applicant* must obtain an application form from the city and file a completed application with the *City Clerk*.

1. **Filing Deadline and Acceptance of Applications.** An application for a *Permit* must be filed no later than thirty-five (35) business days, but not more than one (1) year, before the date of the proposed *Event*, unless circumstances reasonably require shorter notice, in which case the application may be accepted at the discretion of the *City Clerk*. *Funeral Processions*, memorial observances, and other *Events* occurring in response to time-sensitive circumstances will ordinarily qualify for shortened filing timelines under this subsection.
2. **Traffic Control Plan Considerations.** An application for a *Permit* that requires a new or modified traffic control plan should be filed as far in advance as reasonably practicable to allow sufficient time for technical review. Late applications may be denied when adequate review cannot be completed prior to the proposed *Event*. *Funeral Processions*, memorial observances, and recurring religious processions will be presumed not to require a new or modified traffic control plan unless the *City Clerk* determines, based on route, size, or timing, that additional traffic management is necessary.
3. **Interdepartmental and Agency Review.** The *City Clerk* will forward a completed and timely filed application to the appropriate city departments and outside agencies for comments, including, but not limited to, the police department, fire district, parks and recreation department, and community development department. City departments and outside agencies may request information from the *Applicant* that is necessary to show compliance with applicable provisions of law. Information may be requested on the *Permit* application form or through written or oral inquiries.
4. **Permit Issuance Limitations.** Only one (1) *Permit* may be issued for each exact date and location. For *Events* that recur regularly at substantially the same location and manner, the *City Clerk* may issue a single *Permit* covering multiple occurrences within a defined period, not to exceed one (1) year.

5. **Order of Processing.** The *City Clerk* will issue *Permits* on a first-come, first-served basis.
  6. **Fees.** *Permit* application fees will be set by resolution of the city council. The application fee must be paid at the time an application is filed. The fee is non-refundable unless the application is withdrawn on the same date it is submitted.
- C. **Conditional approval.** Based on the factors listed in this section and in accordance with the time, place, and manner restrictions outlined in section 10.28.060 of this chapter, the *City Clerk* may authorize a *Permit* for an *Event* on a date, at a time, for a duration, at a location, or in a manner different than that requested by the *Applicant*. In such a case, the *City Clerk* may propose a conditional *Permit*, setting forth conditions that differ from those proposed by the *Applicant*. If the *Applicant* desires to accept such conditions, then the *Applicant* must consent to such conditions in writing within five (5) business days from the date of the *City Clerk's* notice of determination. Upon written consent by the *Applicant* to the conditions, the *City Clerk* will issue the *Permit*.
- D. **Standards for denial.** The *City Clerk* may deny an application for a *Permit* when the *City Clerk* finds that:
1. The *Applicant* failed to file a complete application;
  2. The *Applicant* failed to file an application timely;
  3. The *Applicant* failed to pay the full application fee;
  4. The application contains false information;
  5. The *Applicant* has, on prior occasions, made material misrepresentations regarding the nature or scope of a *Event*;
  6. The *Applicant* has violated terms of prior *Permits* issued to the *Applicant*;
  7. The *Event* would interfere with another *Event* for which a *Permit* has been issued;
  8. Sufficient emergency services, such as police, fire, and ambulance, are not available for the *Event*;
  9. The *Event* would prevent or unreasonably inhibit emergency services from being provided to the public;
  10. The *Event* would unreasonably impact private businesses;
  11. The *Event* presents an unreasonable risk to public safety;
  12. The *Event* would cause damage to public property;

13. There is clear and convincing evidence that the *Applicant* intends to engage in violence during the *Event*; or
  14. The *Applicant* failed to demonstrate compliance with applicable laws and regulations, including, but not limited to, the requirements of this chapter, Idaho Code, or the Idaho Department of Transportation.
- E. **Time for determination.** Upon receipt of a completed application, the *City Clerk* will promptly review the application for completeness and initiate processing. The *City Clerk* will determine which city departments or outside agencies must review the application and will coordinate interdepartmental and agency review as necessary to evaluate compliance with this chapter and applicable law. The *City Clerk* will issue a determination approving, conditionally approving, or denying the application for a *Permit* as soon as reasonably practicable after completion of the required review and receipt of all necessary information. The determination period will be tolled during any period in which the *Applicant* is responding to a request for additional information.
- F. **Notice of determination.** The *City Clerk* will notify the *Applicant* in writing of the director's determination. If the *City Clerk* determines to deny the *Permit*, then the written notice of determination must set forth the reason(s) for denial, and the *Applicant* will have the right of appeal set forth in section 10.28.100 of this chapter.
- G. **Hold Harmless Agreement.** At the time of application, the *Applicant* must sign a hold harmless agreement provided by the City wherein the *Applicant* agrees to defend, indemnify, and hold the City of Post Falls, its officers, agents, and employees harmless for injuries to persons or property resulting from the negligent or otherwise wrongful acts or omissions of the *Applicant*, its officers, agents, or employees related in any way to the *Permit*.
- H. **Additional amenities.** Upon or after *Permit* issuance, the *City Clerk* may require the *Applicant* to provide specific amenities, such as portable toilets, garbage cans, security, and signage, based on the anticipated number of participants and the area in which the *Event* will be held. The city may, but is under no obligation to, provide additional services to the *Applicant*.

### 10.28.030 Parades.

#### A. **Application Requirements.** Each *Parade Permit* application must include:

1. The full name, street address, telephone number, email address, and facsimile number, if any, of the *Applicant*;
2. The full name, street address, telephone number, email address, and facsimile number, if any, of the *Person* in charge of the *Parade*, if different from the *Applicant*;
3. The date when the *Parade* is to be conducted;
4. The name of the *Parade*, if any;
5. The time the *Parade* will begin to form and the time the *Parade* will begin movement;
6. The place where the *Parade* will form;
7. The route of the *Parade*;
8. The place and time the *Parade* will disband;
9. The approximate number of participants, not including spectators, who will participate in the *Parade* and the maximum number who will be allowed to participate;
10. The approximate number of marchers, animals, floats, automobiles, or other vehicles in the *Parade*;
11. The *Applicant's* prior *Parade* history within the City of Post Falls; if the *Applicant* has not previously applied for or conducted a *Parade* within the City of Post Falls, then the *Applicant's* prior *Parade* history within the State of Idaho; in either case, the *Applicant* must indicate the number of *Parade* or similar *Permits* for which the *Applicant* has previously applied;
12. A certification that the *Applicant* will comply with the city's nuisance regulations, as outlined in Post Falls Municipal Code chapter 8.04;
13. A thorough plan for controlling disorderly or violent conduct if such might reasonably be expected;
14. A traffic control plan drawn up by an engineering firm or by a traffic control supervisor;
15. A plan for sanitary and medical facilities;
16. A plan for cleanup;
17. The certificate(s) of insurance and additional insured required by this chapter;

18. A statement that the *Parade* will continue to move in a reasonable manner and that any willful and excessive delay of said *Parade*, except when reasonably required for safety, will constitute a violation of the *Permit*;
19. A certification that the *Applicant* agrees to adhere to and be bound by all commitments and requirements outlined in the application;
20. Any requests for exceptions from the requirements established by this chapter due to unique circumstances associated with the *Parade*; and
21. Such other information as the *Public Works Director, Chief of Police, Fire Chief, or Community Development Director* may be deemed reasonably necessary.

**B. Insurance Requirements for Parade Permits.** At its sole expense, the *Applicant* must procure and maintain liability insurance in full force and effect. By requiring insurance herein, the City of Post Falls does not represent that coverage and limits are necessarily adequate to protect the *Applicant*. Such coverage and limits must not be deemed a limitation on the *Applicant's* liability under the indemnities granted to the City of Post Falls in the hold harmless agreement referenced in section 10.28.020 G. of this chapter. An authorized representative of the *Applicant's* insurance carrier must sign all certificates of insurance. Certificates must show the following minimum coverages:

1. Workers' compensation insurance meeting the statutory requirements of the State of Idaho, if applicable.
2. Commercial general liability insurance, if applicable, providing limits of liability in the following amounts:
  - General aggregate: Two million dollars (\$2,000,000);
  - Product/Completed Operations Aggregate: Two million dollars (\$2,000,000);
  - Personal & Advertising Injury Liability: One million dollars (\$1,000,000);
  - Per occurrence: One million dollars (\$1,000,000);
  - Damage to Premises Rented: Fifty thousand dollars (\$50,000);
  - Automobile Liability: Five hundred thousand dollars (\$500,000.00) per occurrence.
3. The City of Post Falls must be listed as an additional insured.

4. The *Applicant* must keep the workers' compensation, commercial general liability, and comprehensive automobile liability insurance policies required herein in effect for the duration of the *Parade*.

#### **10.28.040. Funeral Processions.**

A. **Application Requirements.** Each *Funeral Procession Permit* application must include:

1. The full name, street address, telephone number, email address, and facsimile number, if any, of the *Applicant*;
2. The date when the *Funeral Procession* is to be conducted;
3. The time the *Funeral Procession* will begin to form and the time the *Funeral Procession* will begin movement;
4. The route of the *Funeral Procession*;
5. The place and time the *Funeral Procession* will disband;
6. The approximate number of participants who will participate in the *Funeral Procession*;
7. A statement that the *Funeral Procession* will continue to move in a reasonable manner and that any willful and excessive delay of said *Funeral Procession*, except when reasonably required for safety, will constitute a violation of the *Permit*;
8. A certification that the *Applicant* agrees to adhere to and be bound by all commitments and requirements outlined in the application;
9. Any requests for exceptions from the requirements established by this chapter due to unique circumstances associated with the *Funeral Procession*; and
10. Such other information as the *Public Works Director, Chief of Police, Fire Chief, or Community Development Director* may be deemed reasonably necessary.

B. **Identification.** A *Funeral Procession* of Vehicles must be identified as such by such method as may be determined and designated by the *Chief of Police*.

C. **Driver Compliance.** Each driver in a *Funeral Procession* must follow the lead of the Vehicles ahead as closely as may be practical and safe.

#### **10.28.050. Temporary Street Closures.**

A. **Application Requirements.** Each temporary street closure *Permit* application must include:

1. The full name, street address, telephone number, email address, and facsimile number, if any, of the *Applicant*;
2. Specific streets or portions to be closed, including cross streets;
3. The exact date(s) and start/end time(s) for the proposed closure. If applicable, include setup and teardown times;
4. The purpose of the closure, including a description of the *Event* or activity requiring the closure.
5. A detailed plan demonstrating compliance with the Manual on Uniform Traffic Control Devices (MUTCD), including proposed barricades, detour routes, and signage placement;
6. Description of measures to ensure emergency vehicle access and coordination with emergency services if necessary;
7. Documentation of efforts to notify affected residents, businesses, or property owners about the closure, including methods of communication (e.g., flyers, mailers, or public notices);
8. Proof of liability insurance if required by the city, naming the city as an additional insured party; and
9. Any other documentation or conditions the *City Clerk* requires to ensure public safety and minimal disruption.

B. **Approval Criteria.** The *City Clerk* may issue a *Permit* for a temporary street closure, such as for a party, festival, or special event, only if the following conditions are met. The city may impose additional mitigation measures as necessary:

1. The flow of traffic within the community and within the adjacent neighborhood will not be adversely or unnecessarily affected.
2. The provision of emergency services would not be adversely affected by the temporary closure.
3. The hours of closure will not unreasonably disrupt the peaceful enjoyment of the use of adjoining lands and buildings.
4. The organizers have made a good faith effort to notify all households adjoining the street section to be closed and have designed *Events* to minimize impairment of access to adjoining land uses.

5. The street closure signage and control plan is in substantial compliance with the "Manual On Uniform Traffic Control Devices."

**10.28.060. Time, Place, Manner Restrictions.**

The terms and conditions of a *Permit* must not infringe upon rights of petition, assembly, or free expression protected by the First Amendment of the United States Constitution and/or the Idaho Constitution. However, the City of Post Falls may impose reasonable time, place, and manner restrictions in accordance with applicable law.

The following restrictions apply:

- A. The *Permittee* and participants must comply with the *Permit's* event-specific conditions.
- B. *Events* may only occur between 7:00 a.m. and 11:00 p.m.
- C. No *Event* may exceed three (3) hours in length. City street setup and dispersal, including barricade removal, will not be included in such time limit.
- D. All participants must assemble for the *Event* at the time and in the location designated in the *Permit* and must disperse from public property after the conclusion of the *Event* so that regular traffic patterns can be restored.

**10.28.070. Street Closures - Driving Through Prohibited.**

It is unlawful for a driver of a *Vehicle* to drive between the *Vehicles* comprising *Parade*, *Funeral Procession*, or other authorized procession while they are in motion and when such *Vehicles* are conspicuously designated. It is unlawful to drive through or across a *Parade* or *Funeral Procession* in progress or through a street that has been temporarily closed. The foregoing prohibitions will not apply when authorized by a police officer or other authorized monitor of the street closure.

**10.28.080 Enforcement and Revocation.**

- A. The *Chief of Police* may revoke *Permits* in coordination with the *City Clerk* in cases of non-compliance, public safety threats, or violations of *Permit* conditions.
- B. Written notice of revocation must be provided, and appeals may be filed within 48 hours.

### **10.28.090 Spontaneous Events.**

*Spontaneous Events* are exempt from obtaining a *Permit* under this Chapter. Participants in a *Spontaneous Event* must comply with all lawful orders from law enforcement or emergency personnel, as well as all other applicable local, state, and federal laws. Nothing in this section authorizes a *Spontaneous Event* to block traffic, obstruct emergency services, or create an immediate threat to public safety. Law enforcement and emergency personnel may take reasonable, content-neutral, narrowly tailored actions necessary to protect public safety, maintain emergency access, and manage traffic during a *Spontaneous Event*.

### **10.28.100 Appeals Process.**

An *Applicant* for a *Permit* has the right to appeal the *City Clerk's* conditional approval or denial of a *Permit* to the City Administration Department within forty-eight (48) hours after receipt of the notice of denial or conditional approval. An *Applicant* must file a written notice of appeal with the *City Clerk* setting forth the specific bases of appeal. The City Administration Department may hold a hearing on the appeal or issue a decision without holding a hearing based on the application materials submitted; comments from city and agency staff including, but not limited to, the *Chief of Police, Fire Chief, parks and recreation director and Community Development Director*; the written decision of the *City Clerk*; and the notice of appeal. The City Administration Department must issue a decision before the planned date and time of the *Event* and, in any case, within seven (7) business days from the date the notice of appeal is filed with the *City Clerk*. The City Administration Department's decision is final and binding.

A *Permittee* who has been issued a *Permit*, which has been revoked pursuant to section 10.28.080 of this chapter, shall have the right to appeal such revocation to the City Administration Department within forty-eight (48) hours after receipt of written notice of revocation. An *Applicant* must file a written notice of appeal with the *City Clerk* setting forth the specific bases of appeal. The City Administration Department may hold a hearing on the appeal or issue a decision without holding a hearing based on the application materials submitted; comments from city and agency staff including, but not limited to, the *Chief of Police, Fire Chief, parks and recreation director, and Community Development Director*; the written decision of the *City Clerk* to issue the *Permit*; the written notice of revocation; the evidence relied upon in deciding to revoke the *Permit*; and the

notice of appeal. The City Administration Department must issue a decision before the planned date and time of the *Event* and, in any case, within two (2) business days from the date the notice of appeal is filed with the *City Clerk*. The City Administration Department's decision is final and binding.

**10.28.110 Penalties.**

It is unlawful for any *Person* to knowingly conduct or participate in a permitted *Event* in violation of any of the terms or conditions of said *Permit*.

Any *Person* who violates or fails to comply with the provisions of this chapter is deemed guilty of a misdemeanor and, upon conviction thereof, will be punished as provided by PFMC 1.24.010.

**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 before 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 previously 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 city clerk shall cause the Post Falls Municipal Code to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

**SECTION 5.** The city attorney may correct scrivener's errors in this ordinance by filing a corrected copy with the city clerk.

**SECTION 6.** The provisions of this ordinance are severable, and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, 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 7.** 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 February \_\_\_ 2026.*

APPROVED, ADOPTED, and SIGNED this                      day of February, 2026.

\_\_\_\_\_  
Randy Westlund, 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 CHAPTER 10.28 OF THE POST FALLS MUNICIPAL CODE RELATING TO PARADES, FUNERAL PROCESSIONS AND TEMPORARY STREET CLOSURES; ESTABLISHING PERMITTING REQUIREMENTS AND REGULATIONS FOR EVENTS IMPACTING PUBLIC STREETS, ALLEYS, AND RIGHTS-OF-WAY; PROVIDING FOR DEFINITIONS, APPLICATION PROCEDURES, APPROVAL CRITERIA, INSURANCE REQUIREMENTS, AND TIME, PLACE, AND MANNER RESTRICTIONS; PROVIDING FOR ENFORCEMENT, PENALTIES, AND APPEALS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING THAT ADOPTION WILL NOT AFFECT THE PROSECUTION OF VIOLATIONS, THE COLLECTION OF PENALTIES, THE VALIDITY OF PRIOR ACTIONS, OR MATTERS PENDING; 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 amends chapter 10.28 of the Post Falls Municipal Code regarding parades, funeral processions, and temporary street closures. This ordinance updates definitions, establishes detailed permit application requirements, provides a structured review and approval process, outlines insurance and indemnification obligations, and strengthens enforcement and revocation provisions. The ordinance ensures that events requiring temporary street closures are conducted safely, efficiently, and with minimal disruption to public services and local businesses. The ordinance also clarifies exceptions for funeral processions and spontaneous events and provides for the repeal of conflicting ordinances and 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 N. Spokane Street, Post Falls, ID 83854, in the office of the City Clerk. Dated this \_\_\_\_ day of February, 2026.

/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 amends chapter 10.28 of the Post Falls Municipal Code regarding parades, funeral processions, and temporary street closures. This ordinance updates definitions, establishes detailed permit application requirements, provides a structured review and approval process, outlines insurance and indemnification obligations, and strengthens enforcement and revocation provisions. The ordinance ensures that events requiring temporary street closures are conducted safely, efficiently, and with minimal disruption to public services and local businesses. The ordinance also clarifies exceptions for funeral processions and spontaneous events, 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 February, 2026.

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Field K. Herrington, City Attorney

**CITY OF POST FALLS**  
**AGENDA REPORT**  
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS  
**MEETING DATE: 2/17/2026**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Randy Westlund, Mayor  
**SUBJECT:** Consideration of Adding Invocation to City Council Agendas

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**ITEM AND RECOMMENDED ACTION:**

The Mayor is requesting City Council's consideration of adding a brief, non-sectarian invocation at the beginning of regular council meetings. Staff is seeking direction only and is not making a recommendation.

**DISCUSSION:**

The Mayor proposes to add the following invocation at the beginning of City Council meetings:

Almighty God our heavenly Father, send down upon those who hold office in this City the spirit of wisdom, compassion, and justice. Grant that, with steadfast purpose, we may faithfully serve our community—seeking the common good, protecting the vulnerable, and promoting the well-being and harmony of all who dwell here. Amen.

The Mayor's stated purpose is to solemnize the Council's proceedings. Attendance and participation would be voluntary, and the invocation would not be intended to advocate or proselytize for any specific religion or belief system. The City Council is being asked to consider whether to begin each regular council meeting with an invocation. If approved, the invocation would be included as a standing agenda item.

The proposed agenda item language is as follows:

**INVOCATION**

The Mayor will offer a brief invocation intended to solemnize the Council's proceedings. Attendance and participation are voluntary. The invocation is not intended to require or encourage participation by members of the public, nor to advocate or proselytize for any particular religion or belief. No Council action is influenced by participation or non-participation.

If the Council decides to move forward, staff will incorporate the agenda item into future agendas. If not, agendas will remain unchanged. Council should not discuss legal evaluation or risks of this item in open session.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

This item has not been previously reviewed by the City Council.

**APPROVED OR DIRECTION GIVEN:**

N/A

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

There is no fiscal impact associated with adding or declining to add items to the agenda.

**BUDGET CODE:**

N/A

**ATTACHMENTS:**

None

**CITY OF POST FALLS  
AGENDA REPORT  
NEW BUSINESS  
MEETING DATE: 2/17/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Warren Wilson, Deputy City Administrator  
**SUBJECT:** Repeal of Policy on City Proclamations

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**ITEM AND RECOMMENDED ACTION:**

Mayor Westlund is seeking the repeal of the City Policy regulating proclamations issued by the mayor at city council meetings. Repeal of the policy will allow the mayor to determine which policies to issue on a case-by-case basis. No presentation is planned on this item. If approved, a resolution to repeal the policy will be placed on the next agenda.

**DISCUSSION:**

In 2001, the City Council adopted a policy regulating the types of proclamations that the mayor would issue. The policy was requested by Mayor Jacobson. The policy limited proclamations to issues related to residents of the City of Post Falls and explicitly prohibited certain types of policies, including those attempting to influence government policy, and matters of a political or religious nature. The policy also provided an evaluation process for requested proclamations.

Mayor Westlund is requesting that this policy be repealed to allow him to determine which policies he would like to issue on a case-by-case basis. He has indicated that he would like to be able to issue proclamations regarding the right to life, traditional family values month, and Columbus Day and other issues related to residents of the City.

A person came to the last council meeting to speak on this issue. When this item was removed from the agenda, staff spoke with him and took his comments and advised him that we would provide them to the City Council. The public comment form, and the thoughts he intended to provide, are attached.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

N/A

**APPROVED OR DIRECTION GIVEN:**

N/A

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

It is unclear if repealing the policy will have any fiscal impact.

**BUDGET CODE:**

N/A

**ATTACHMENTS:**

1. Proclamation Policy - 1-19-2021 (2)
2. 02092026

3. OPINION City ProclamationPolicy

RESOLUTION NO. 21-03

**RESOLUTION ADOPTING PROCLAMATION POLICY**

**WHEREAS**, The City of Post Falls makes proclamations to the public; and

**WHEREAS**, The City of Post Falls desires to provide a process for receiving, evaluating and issuing proclamations in recognition of individuals, events, organizations, or community groups of significance in the City; and

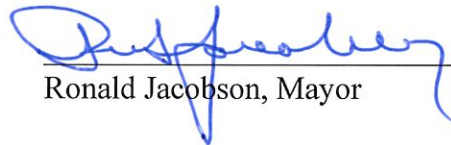
**WHEREAS**, the City Council finds that it is desirable to implement a policy to establish best practices.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Post Falls that the Proclamation Policy attached hereto as **Exhibit A** is adopted to guide the process for receiving, evaluating, and issuing proclamations.

APPROVED by the City Council on this 19th day of January, 2021.



CITY OF POST FALLS

  
\_\_\_\_\_  
Ronald Jacobson, Mayor

ATTEST:

  
\_\_\_\_\_  
Shannon Howard, City Clerk

Upon a motion made by a council member, seconded by a council member, the following vote was recorded:

**AYES:** Wilhelm, Bordes, Anthony, Wolfe, Mallon, Thoreson  
**NAYES:** none  
**ABSENT:** none



**ADMINISTRATIVE POLICY 2021-[Category]**

<b>Source Department:</b> Administration	<b>Policy Title:</b> Proclamation Policy
<b>Subject/Description:</b> Process for receiving, evaluating, and issuing proclamations.	<b>Replaces Policy:</b>
<b>Requires Council Approval:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, Council Meeting Date Approved:</b> January 19, 2021

**DATE ISSUED:**                      January 5, 2021

**DATE EFFECTIVE:**                January 19, 2021

**APPROVED BY:**                    Shelly Enderud  
Shelly Enderud, City Administrator

**SECTION 1. POLICY PURPOSE**

The purpose of this policy is to provide a process for receiving, evaluating, and issuing proclamations in recognition of individuals, events, organizations, or community groups of significance in the City.

**SECTION 2. POLICY PRINCIPLES**

Proclamations are issued by Mayor to honor, celebrate, or create awareness of an event or a significant issue of importance to the City. A proclamation may recognize a day, week, or month.

**SECTION 3. SCOPE**

This policy applies to all proclamation requests received by the City.

**SECTION 4. PROCLAMATION CRITERIA**

Proclamations must demonstrate an interest in, or relationship with, the City and demonstrate respect for the residents of the City. Only one proclamation annually per topic and/or organization will be allowed. Eligible topics for a proclamation include:

- Civic promotions.
- Public awareness campaigns.
- Charitable fundraising campaigns.
- Arts and cultural celebrations.
- Special honors for individuals or organizations for special achievements.

Proclamations will not be issued for:

- Matters of a political or religious nature.
- Organizations or events with no direct relationship to Post Falls.
- Celebrations, campaigns, or events contrary to law or City policies.
- Celebrations, campaigns, or events intended for profit making purposes.
- Attempting to influence government policy.
- National, Independence or Republic Days.
- Recognizing personal birthdays, anniversaries, or other personal celebrations.

## **SECTION 5. APPLICATION PROCESS**

Any resident of Post Falls or person employed in Post Falls may request a proclamation. The request must be made in writing and be delivered to the City Clerk at least 30 days in advance of the date when the proclamation is needed. The request must contain a contact person's first and last name, phone number, home address and email address and provide a brief summary of the event or organization and indicate whether the proclamation will be picked up in person or should be returned to the provided address. The request should provide a specific name and date for the day, week or month or event to be proclaimed. Each request must include a draft text of the proclamation, including four to five "whereas" clauses<sup>1</sup>. The proclamation must fit on a single page and be in 12-point font, with room remaining for the Mayor's signature.

## **SECTION 6. EVALUATION**

The City Clerk will evaluate the requested proclamation against this Policy. If the request complies with this Policy, the Clerk will recommend the request to the Mayor who will finally approve the request prior to placing it on the next available City Council agenda. Proclamations are issued at the discretion of the Mayor and the City reserves the right to reject requested proclamations or to edit the requested text of the proclamation. The person or organization requesting the proclamation does not have exclusive rights to the day, week, or month of their proclamation. The City Clerk will advise the contact person if the request has been denied or of the scheduled date for issuing the proclamation.

## **SECTION 7. ISSUANCE OF THE PROCLAMATION**

The proclamation will be read aloud during the ceremonial portion of the City Council meeting and the person requesting the proclamation may be allowed up to 4 minutes to address the City Council about the topic of the proclamation at the discretion of the Mayor. If the person requesting the proclamation is not present at the City Council meeting, the proclamation will be mailed to the provided address.

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<sup>1</sup> Example: "Whereas, equal opportunity for all, regardless of race, color, religion, sex, disability, familial status or national origin, is a fundamental goal of our nation, state and city;"

PUBLIC HEARING COMMENTS

It is important that the information be complete and legible for the record.

Agenda Item Number or Title 50. Repeal of Policy on City Proclamations

Do you wish to speak?  Yes [ ] No

[ ] In Favor  In Opposition [ ] Neutral

Your Name (Print Clearly) David St. Amand

Street Address 1909 E. Sundance Drive, Post Falls, ID 83854

Mailing Address Same

Day Phone # 208-773-2948 Evening Phone # same

Comments:

The existing policy provides for deliberation in the crafting  
of City Proclamations and keeps the City from backing  
controversial or questionable actions or events to the exclusion  
of portions of the populace.

The mayor should not be given the authority to draft and  
promote Proclamations on his/her own.

Written comments become part of the record established for this hearing. If you have separate written comments, please attach them to this sheet.

OFFICE USE ONLY

Hearing Date: \_\_\_\_\_

Exhibit #: \_\_\_\_\_

In my opinion, Mayor Westlund's proposal to scrap the current deliberative policy regarding City Proclamations in favor of one that allows the mayor alone to determine what is appropriate is completely contrary to the idea of representative government.

City Proclamations are a reflection of the entire citizenry of Post Falls in supporting, encouraging, or recognizing the actions and accomplishments of specific individuals, groups, and organizations, or current or historical events on the local, regional, national, or world stages. As such, it is important that ALL of the citizens of Post Falls can be comfortable backing the content of said Proclamations.

Political and religious philosophies within the city span broad spectrums, therefore it is unconscionable that the city government should support any specific idea within these realms to the exclusion of others. Our country was founded on an idea of separation of Church and State. The first amendment of the Constitution specifically states: "Congress shall make no law respecting an establishment of religion or prohibiting the free expression thereof." Allowing City Proclamations of a religious nature will directly contradict the Constitution. In addition, espousing a single religious or political position will likely alienate portions of the citizenry with different philosophies or traditions and possibly lead to lawsuits over the constitutionality thereof.

Allowing one individual, in the person of the mayor, to craft Proclamations reflecting his or her own personal political or religious beliefs, or supporting questionable or controversial persons, groups, organizations, or events removes the thoughtful consideration that the council and staff can provide and the citizens deserve.

The City council and mayor are responsible for listening to the concerns of ALL of the citizens of Post Falls and working for the benefit of the city and its citizens as a whole. Taking official stances aimed to promote narrow views is an insult to the people of Post Falls.

If the mayor wishes to support, encourage, or advocate for a particular political or religious position, he should do so as a private citizen, not as the mayor of Post Falls. He should also make it crystal clear that such positions are his alone as a private citizen and do not reflect the citizenry of Post Falls, any member of the city council, or official policy of the city.

David St.Amand  
1909 E Sundance Drive  
Post Falls

**CITY OF POST FALLS  
AGENDA REPORT  
NEW BUSINESS  
MEETING DATE: 2/17/2026**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Janet Best, Human Resources Director  
**SUBJECT:** Amendment to Personnel Policy – Holiday Schedule

---

**ITEM AND RECOMMENDED ACTION:**

The Mayor requests City Council consideration of an amendment to the Personnel Policy updating the City's holiday schedule by removing Juneteenth and adding Columbus Day as a city holiday. Council action would determine whether the Personnel Policy is updated as described. No staff presentation is planned for this item.

**DISCUSSION:**

The City's Personnel Policy includes a list of recognized holidays for which City offices are closed, and eligible employees receive paid holiday leave. An amendment to this holiday schedule is proposed to remove Juneteenth and add Columbus Day as a recognized City holiday.

This amendment would modify only the list of recognized holidays. All other provisions of the Personnel Policy would remain unchanged. The total number of paid holidays will not change as a result of this update.

If approved, the revised holiday schedule would be incorporated into the Personnel Policy and applied prospectively. Staff would update the official policy document and coordinate communication of the change to City employees.

The City Council may approve or deny the amendment as presented or provide alternative direction regarding the holiday schedule.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

This change was included in the Personnel Policy workshop on January 20, 2026 Council Meeting.

**APPROVED OR DIRECTION GIVEN:**

No approval or direction has been given on this item.

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

There is no fiscal impact associated with this policy amendment. The total number of paid holidays remains unchanged.

**BUDGET CODE:**

N/A

**ATTACHMENTS:**

None

**CITY OF POST FALLS  
AGENDA REPORT  
NEW BUSINESS  
MEETING DATE: 2/17/2026**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Shelly Enderud, City Administrator  
**SUBJECT:** Chapin Building RFP Discussion

---

**ITEM AND RECOMMENDED ACTION:**

Discussion of Seeking a Request for Proposals for the Use of the Chapin Building on the City Hall Campus.

**DISCUSSION:**

The City of Post Falls signed a License to Use Agreement with the Post Falls Historical Society (PFHS) on November 28, 2008, to operate a Museum in the Chapin Building located at 101 E 4th Street, on City Hall Campus. The PFHS agreed to make historical artifacts available to the citizens and provide building maintenance to the facility in lieu of rent. The license duration is at the City's discretion.

Over the last couple of years, some building maintenance issues have arisen, including a mold incident. During discussions with staff, the PFHS requested that the City take on more of the maintenance costs of the facility, as they do not have the financial resources to perform maintenance beyond cleaning and minor repairs. Staff began engaging with PFHS on updating the licensing agreement and requested that the Museum be open more days and hours, to show a community benefit. Staff also requested that the PFHS fill out a non-profit funding application. The PFHS indicated that they do not have the volunteers to be open additional days and hours but are available by appointment when requested.

A workshop was held in October 2023 updating the Council on the issues. In June 2025, an update was provided to Council indicating that staff would be proceeding with a FY 27 budget request for the additional maintenance of the facility. This would provide Council with the opportunity to weigh in on whether the City should fund the maintenance or request that the PFHS fund the maintenance if they desired to continue to operate the Museum in the Chapin building.

In January, staff updated Mayor Westlund on the status of the facility. The Mayor asked if it would be possible to issue an RFP to see what opportunities might be available to truly activate the building and help to create a more vibrant downtown and City Hall campus. Staff worked to develop the attached RFP for Council consideration.

Should Council direct staff to move forward with the draft RFP, staff is recommending that the RFP be posted on the website and shared on social media. The request would allow six weeks for proposers to submit a letter of interest. This would provide adequate time to initially vet an idea once the announcement is posted. Staff is then recommending an additional twelve weeks for the proposers to do their due diligence in responding to the RFP.

Should Council not desire staff to issue the RFP, staff would continue to negotiate with the PFHS, or take other suggested recommendations from Council.

Finally, staff is committed to continuing to work on leak detection for the adjoining property.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

Updates on Historic Society were provided on June 17, 2025. No consideration of an RFP has been presented before tonight.

**APPROVED OR DIRECTION GIVEN:**

N/A

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

No direct expenditures will be made in issuing an RFP. Staff time will be required to respond to proposals. A successful proposal has the potential of producing lease revenue.

**BUDGET CODE:**

N/A

**ATTACHMENTS:**

1. Presentation Chapin Building RFP Discussion Feb 17 2026
2. Historical Society License to Use Agreement
3. Chapin Building Request for Proposals Draft



# **City of Post Falls Chapin Building Request for Proposal**

Shelly Enderud, City Administrator  
February 17, 2026

# Building History – 1979 to Current

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- 1979 to 2003
  - Post Falls Police Department
- 2003 to 2008
  - Post Falls Parks & Recreation Department
- 2008 to Current
  - Post Falls Historical Society Museum



# Post Falls Historical Society

- Historical Society is a non-profit organization
- Existing license to use Chapin Building for no fee
  - For purpose of a museum
    - Historical Artifacts available to citizens
  - Building to be cared for by PFHS
    - Rent forgiveness in lieu of building maintenance
    - Approximately \$400,000 in value to date
- License duration at the City's discretion

# Chapin Building Condition

- Mold/Water Mitigation Measures:
  - PFHS had New Gutters Installed
  - May 2025 – City Installed Dry Well
- Mystery Water Leak on adjacent property
- Basement/Crawl Space not usable
- PFHS has requested the City to take on more maintenance responsibilities
  - They do not have the financial resources

# Chapin Building Opportunities

- Provide an opportunity for proposals that:
  - Provide community value while preserving the integrity of the structure
  - Expand on the downtown character
  - Are compatible with historic character of the building
  - Activate the building – great access for the community
  - Sustainably maintain the building
  - Potentially compatible with current use

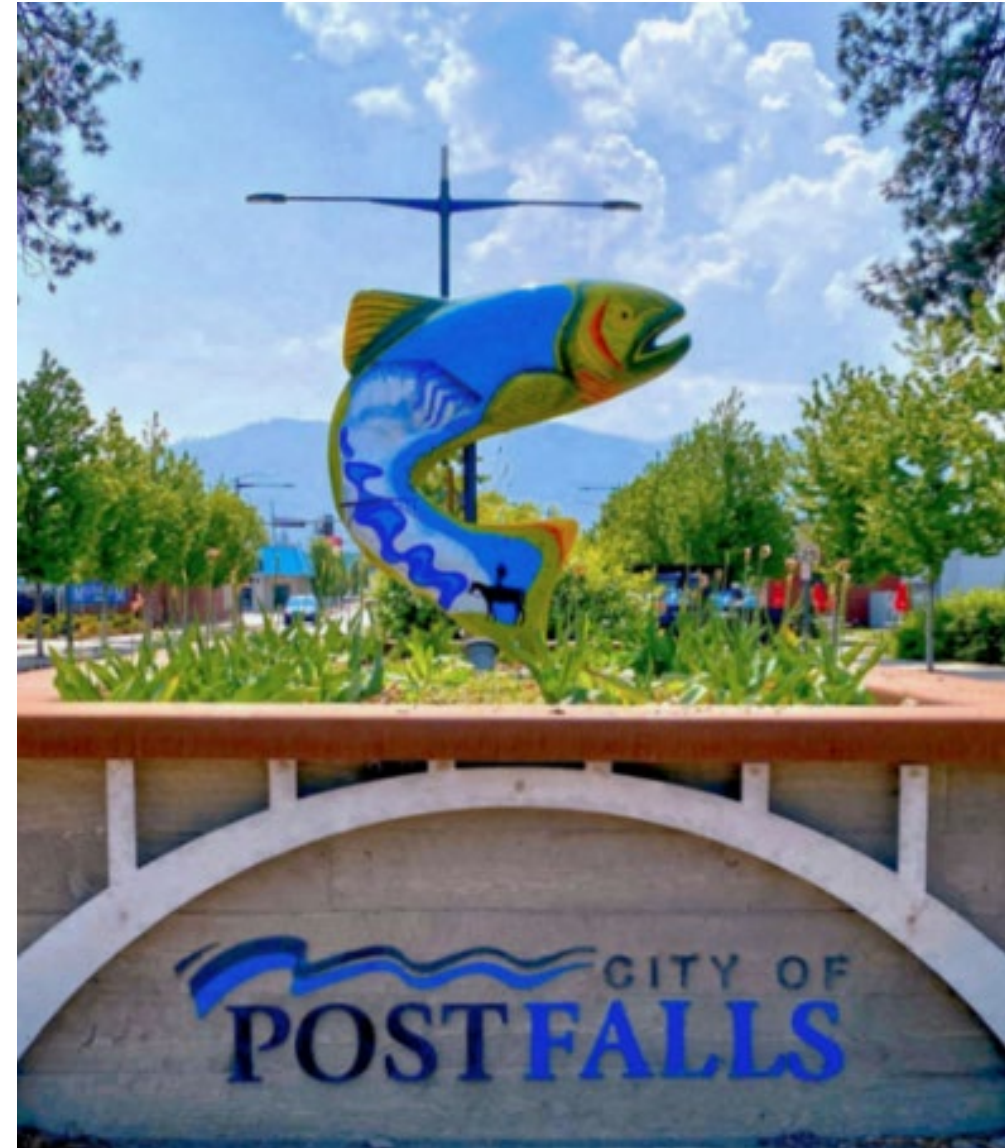
# Chapin Building RFP – Next Steps

- With Council Direction - Issue RFP
  - Post on Website
  - Share on Social Media
  - Press Release
- Letters of Interest due in 6 weeks
  - Historical Society is encouraged to submit a letter
- Staff Review Letters of Interest
- Proposals due in 12 weeks
- Recommended Proposal – Present to Council

# Chapin Building RFP – Next Steps

- With Council Direction to not issue RFP
  - Continue Negotiations with PFHS
  - Submit FY 27 Budget Request for Maintenance Cost
- Other Ideas or Direction Discussion
  
- Side Note: Water Leak Detection will Continue

**Questions?**



## LICENSE TO USE REAL PROPERTY

This Agreement made this 28 day of November, 2008, between the City of Post Falls, a municipal corporation of the State of Idaho, 408 Spokane Street, ID 83854, hereinafter sometimes referred to as CITY, and the Post Falls Historical Society, Inc., PO Box 57, Post Falls, ID 83854, hereinafter referred to as LICENSEE.

WHEREAS, the City Council finds that the City has no essential current need for the building that is the subject of this agreement;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereby agree as follows:

### I. GRANT OF LICENSE, DESCRIPTION OF PREMISES

1.01 The CITY hereby grants to LICENSEE, the right, license and privilege to use the brick building located at the northeast corner of 4<sup>th</sup> Street and Spokane Street, City of Post Falls, Idaho, and more particularly identified as 101 E. 4<sup>th</sup> Street, subject to all terms and conditions contained herein. The purpose of this license is allow LICENSEE to use the premises as a place to store and display artifacts of Post Falls history, but LICENSEE shall make no permanent improvements thereon except as might be approved by the CITY. LICENSEE is authorized to clean up, paint up and make necessary repairs to the facilities licensed hereby. LICENSEE is further authorized to install fixtures which can be removed without damaging the functionality of the premises or which, if their removal would damage the premises, must remain if the premises are required to be vacated. Any such lasting modifications may be installed only with the express approval of the city administrator. The duration of this license is perpetual unless terminated by formal action of the mayor and city council in their sole discretion.

### II. MAINTENANCE

2.1 LICENSEE shall maintain the property in good condition and repair, keeping it free from garbage, paper and other debris. Licensee shall pay all utility charges during the course its use of the premises.

2.2 The LICENSEE acknowledges and accepts responsibility for repair of improvements in order to maintain their serviceability for the purposes intended. CITY, as owner of the building, remains responsible for the capital maintenance of the building as it sees fit.

### III. PERSONAL LICENSEE ONLY

3.1 It is agreed between the CITY and LICENSEE that this license is personal to the Post Falls Historical Society, Inc. and shall not inure to the benefit of successors or assigns of the LICENSEE. No assignment of this License or any interest therein and no sub-license for any purpose shall be made or granted by LICENSEE without the prior written consent of the CITY.

#### **IV. INDEMNIFICATION OF CITY**

4.1 LICENSEE shall indemnify and hold harmless the CITY for any and all liability and damages for personal injuries, property damage or for loss of life or property resulting from, or in any way connected with, the condition or the use of the premises covered by this license, or any means of ingress thereto or egress therefrom, except liability for personal injuries, property damages or loss of life or property caused solely by the negligence or other fault of the CITY. Recognizing that the building that is the subject of this license is aging and in less than perfect condition, LICENSEE agrees and expressly acknowledges that CITY shall be in no way responsible for harm to the members or personal property of LICENSEE or its members while occupying the premises. LICENSEE agrees that it assumes all risk of loss in the course of such occupancy.

#### **V. INSURANCE**

5.1 LICENSEE agrees to include the licensed premises to be covered by its comprehensive general liability insurance policy and to provide CITY with proof of such coverage upon request. Coverage shall name the City of Post Falls as an additional insured and shall be maintained in a coverage amount no less than \$500,000/occurrence. LICENSEE's insurer shall notify City of any reduction in coverage at least 30 days before the coverage change is effective.

#### **VI. REMOVAL OF IMPROVEMENTS**

6.1 In the event the CITY shall require use of the premises for a necessary public purpose, the LICENSEE shall vacate the premises without harm thereto.

6.2 The CITY retains the right to require vacation of the premises for any public need or reason. After thirty (30) days written notice, or immediately upon oral notice in the event of an emergency, from CITY to LICENSEE to vacate the premises, the CITY may remove LICENSEE'S personal property and secure the premises.

#### **VII. TERMINATION**

7.1 The LICENSEE may terminate this Agreement at any time by giving written notice to the CITY specifying the date of termination.

7.2 The CITY may terminate this Agreement, in the City's sole discretion or if LICENSEE violates any term of this Agreement, by giving written notice to the LICENSEE specifying the date of termination. Upon termination LICENSEE may be required to promptly remove fixtures to the extent that such removal would not harm the essential nature of the premises.

#### **VIII. CONDITION OF PREMISES NOT WARRANTED**

8.1 The CITY does not warrant or represent that the premises are safe, healthful or suitable of the purposes for which they are permitted to be used under the terms of this License. This License shall convey no interest in said land to the LICENSEE and said License may be revoked with notice to the LICENSEE as provided herein. The LICENSEE further agrees that it does not now and shall never assert a claim to any

interest to said property and recognizes the CITY to be the owner thereof, and the LICENSEE'S use and occupancy of said property is merely permissive.

IN WITNESS WHEREOF, the CITY by and through its Mayor and City Clerk and the LICENSEE by and through its appropriate officers have executed this license agreement to be effective the day and year first set forth above.

LICENSEE

WITNESS

Bob Frazey  
Bob Frazey, President  
For Post Falls Historical Society, Inc.

Carol Jaurumot

CITY OF

Clay Larkin  
Clay Larkin, Mayor

Christene Pappas  
Christene Pappas, City Clerk



## Request for Proposals (RFP)

### Lease of Historic Building on City Hall Campus

**Issued by:** City of Post Falls

**RFP Release Date:** [Insert Date]

**Letter of Interest Due Date and Time:** [Insert Date and Time]

**Proposal Due Date and Time:** [Insert Date and Time]

**Contact Person:** [Shannon Howard, City Clerk, showard@postfalls.gov, (208) 773-3511]

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### 1. Introduction and Background

The City of Post Falls (“City”) is requesting proposals from qualified individuals, businesses, or organizations (“Proposers”) interested in leasing a historic building located on the City Hall campus. The building is approximately 100 years old and represents an important part of the City’s civic heritage.

The City seeks proposals that will activate the building in a manner that is compatible with its historic character, surrounding uses, and the public nature of the City Hall campus. The City is open to a range of creative, financially sustainable uses that provide community value while preserving the integrity of the structure.

The property is currently being used by the Post Falls Historical Society as a Historical Museum. Responses may include proposals that are compatible with the current use or offer alternatives that provide an increased community benefit.

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### 2. Property Description

- **Location:** City Hall Campus, 101 E 4<sup>th</sup> Ave., Post Falls, Idaho
- **Building Age:** Approximately 100 years
- **Usable Area:** Approximately 1,900 square feet – main floor only
- **Parking:** Limited parking; proposers should not rely on exclusive or dedicated parking and the city will consider the impact on parking when evaluating the proposals.

- **Condition:** The building is a 100-year-old brick building that is need of some general maintenance and repairs. The basement/Crawl Space is not usable, and any proposal should not include use of this space, not even for storage. The adjacent property has a water leak that leaves the grassy area soggy. The proposal is for the building only and does not include any of the surrounding property.
- **Zoning:** Smart Code – SC5; Building Use Code B (Definition Exhibit A)

The building is offered for lease **as-is**, unless otherwise negotiated. Proposers are encouraged to conduct their own due diligence regarding the condition, suitability, and regulatory requirements associated with their proposed use.

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### 3. Desired Use and Vision

The City is seeking proposals that:

- Respect and preserve the historic character of the building
- Are compatible with nearby City Hall operations and public use
- Are potentially compatible with current use as a Museum
- Are financially viable and sustainable
- Provide an enhanced benefit to the community or enhance public engagement with the campus and the emerging downtown area

Potential uses may include, but are not limited to:

- Professional or creative office space
- Cultural, historical, arts, or educational uses
- Small-scale retail or service uses compatible with limited parking
- Nonprofit or community-oriented uses

The City is not obligated to select the highest rent proposal and will consider overall value, compatibility, and long-term benefits.

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### 4. Lease Terms

Key lease terms are anticipated to include:

- **Lease Term:** Preferred 5 to 10 lease, with possible renewal options
- **Rent:** To be proposed by Proposer
- **Utilities:** Tenant is responsible for all utilities
- **Maintenance and Repairs:** Tenant is responsible for all maintenance and repairs to the building. The City will maintain the landscaping around the facility.
- **Tenant Improvements:** Subject to City review and approval; historic preservation is encouraged
- **Insurance:** Tenant must provide insurance that meets City requirements

Final lease terms will be subject to negotiation and City Council approval.

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## 5. Historic Preservation and Improvements

Given the age and significance of the building:

- Any exterior changes or significant interior modifications must be approved by the City
  - Proposers should describe how their use will preserve and respect historic features
  - Experience with historic buildings or adaptive reuse is desirable
- 

## 6. Proposal Requirements

Proposals should include, at a minimum:

### 1. Cover Letter

- Name of proposer
- Primary contact information

### 2. Proposed Use Description

- Detailed description of intended use and operations
- Hours of operation
- Anticipated number of employees and visitors
- Building improvements and/or alterations required to operate business

- Changes in use of facility outside of Building Use Code B (might trigger change of use code regulations)

### **3. Parking and Access Plan**

- How limited parking will be addressed
- Any anticipated impacts on City Hall operations

### **4. Business or Organizational Background**

- Description of proposer's experience
- Relevant references

### **5. Financial Proposal**

- Proposed rent
- Lease term requested
- Description of financial capacity

### **6. Additional Information**

- Any other information the proposer believes is relevant
- 

## **7. Evaluation Criteria**

Proposals will be evaluated based on, but not limited to, the following criteria:

- Compatibility of proposed use with City Hall campus
  - Preservation of historic character
  - Financial viability and proposed rent
  - Experience and qualifications of proposer
  - Impact on parking and surrounding uses
  - Community benefit and long-term value to the City
- 

## **8. Timeline (Tentative)**

- RFP Issued: [Insert Date]

- Letters of Interest Due: [Insert Date]
- Questions Due: [Insert Date]
- Proposals Due: [Insert Date]
- Selection and Negotiation: [Insert Date Range]

The City reserves the right to modify this schedule.

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## **9. Conditions and Reservations**

The City of Post Falls reserves the right to:

- Reject any or all proposals
- Waive informalities or irregularities
- Request additional information from proposers
- Negotiate lease terms with one or more proposers
- Cancel this RFP at any time without obligation

Issuance of this RFP does not commit the City to enter into a lease.

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## **10. Submission Instructions**

Proposals must be submitted by the deadline listed above to:

City Clerk's Office  
Attn: Shannon Howard  
408 N Spokane St  
Post Falls, ID 83854

Late letters of interest may not be considered.

Late proposals may not be considered.

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**CITY OF POST FALLS  
AGENDA REPORT  
NEW BUSINESS  
MEETING DATE: 2/17/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** Shelly Enderud, City Administrator, John Beacham, Public Works Director, Warren Wilson, Deputy City Administrator

**SUBJECT:** Streets Division Operational Efficiency Study

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**ITEM AND RECOMMENDED ACTION:**

Staff is seeking Council direction on whether to proceed with negotiating a contract with Star of the Sea Consulting for an Operational Efficiency Study of the Streets Division

**DISCUSSION:**

As budget constraints continue to escalate for the City, creating a larger structural gap, it is imperative the City look at opportunities that increase revenues, decrease expenditures, create efficiencies and consider changes to service levels and programs offered by the City. Mayor Westlund requested staff work with Jeremy Williams, owner of Star of the Sea Consulting, to investigate performing a City-wide efficiency study.

Project History

- Staff met with Mr. Williams to discuss the potential of engaging in a study. Mr. Williams shared that his company has not performed any manpower studies/efficiency studies on local governments. His experience has been as a consultant working with the Army as a data analyst. His company would like to take the experience from his work with the Army and apply that to local governments.
- It was determined that a test run of a division could provide a way to evaluate the services offered by Mr. Williams. The Mayor recommends using this approach to evaluate Mr. Williams' services.
- Staff developed an Operational Efficiency Study on Streets Division request for a proposal from Mr. Williams. The detailed request, including outlined requirements, is provided in the packet.
- Mr. Williams provided staff with questions to assist with developing a proposal. The list of questions and responses have been provided in the packet. Mr. Williams also submitted six documents to the City to include in the Feb 17<sup>th</sup> Council packet. Those items have been included in the order requested.

Considerations for Council Discussion

- The standard method in the City's purchasing policy is to issue a Request for Qualifications seeking consultants who are then ranked to select the most qualified firm. This process was not followed for this project.
- A City-wide study could take 12 to 18 months, and, based on the quote for evaluating the Streets Division, the cost to perform a city-wide study could be in the \$300,000 range.
- This initial project is not included in the City budget. If Council elects to move the study forward,

funding would be allocated via a budget amendment or budget transfer.

#### Next Steps (or Possible Future Actions)

- If the results of the division-specific study provide the City with actionable and quality data to assist with decision-making regarding the Street Division services, then staff, with Council direction, could engage with Mr. Williams to obtain a scope of work for a City-wide efficiency study to present to Council during the budgeting process.
- Staff has evaluated the proposal and if Council desires to move forward, staff will work with Mr. Williams to ensure the scope of work attached with the contract answers all the questions of the request sent to Mr. Williams. Staff would specifically recommend more details be provided in the requested methodology description and that a proposed scope of work be developed, as requested. Staff would also recommend the payment terms match standard city contracts with net 30-day payment terms.

Council may direct staff:

- Proceed forward by negotiating a contract with Mr. Williams and starting the process of allocating funds through a budget amendment or budget transfer.
- Proceed forward with negotiating a contract with Mr. Williams and include the request in the FY 27 budget process.
- Begin the process of analyzing a City-wide efficiency study and issue a Request for Qualifications to obtain responses from qualified firms.
- Take no action on this matter.
- Provide other direction regarding this matter.

#### **ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

N/A

#### **APPROVED OR DIRECTION GIVEN:**

N/A

#### **FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

The cost of the consulting contract is \$30,000

#### **BUDGET CODE:**

No budget code has been identified for this project.

#### **ATTACHMENTS:**

1. City of Post Falls Streets Operational Efficiency Study Proposal Request
2. Jeremy Response to Questions for RFP
3. 1 Star of the Sea Consulting\_Council Overview Memorandum – Streets Division
4. 2 Star of the Sea Consulting\_Operational Efficiency Study Proposal – Streets Division
5. 3 Star of the Sea Consulting\_Appendix A – Streets Division Study Artifacts
6. 4 Star of the Sea Consulting\_ICMAGFOA Alignment Memorandum – Streets Division
7. 5 Infographic

8. 6 Star of the Sea Consulting\_Streets\_Division\_Staffing\_Efficiency

# CITY OF POST FALLS

## OPERATIONAL EFFICIENCY STUDY ON

### STREETS DIVISION

#### **1. PURPOSE**

The City of Post Falls, Idaho ("City") requests a proposal to conduct an Operational Efficiency Study on the City's Streets Division, including a proposed scope of work and proposed fee. The objectives of this study are to identify core service functions, evaluate the efficiency and effectiveness of the division in meeting those functions, benchmark operations against comparable municipalities, and provide implementation-ready recommendations with estimated impacts.

The study is intended to provide City leadership and the City Council with data-driven, practical, and implementable recommendations grounded in municipal best practices and comparable peer city benchmarks.

#### **2. BACKGROUND**

Post Falls is a growing municipality in Kootenai County, Idaho, operating under a Mayor–Council form of government with a population of approximately 50,000. The City provides a broad range of municipal services, including but not limited to public safety, public works, community development, parks and recreation, and general administrative services.

The Streets Division is a 23 person (including management) operational unit within the Public Works Department. The division includes 17 streets maintenance workers, 3 leads, 1 supervisor, 1 administrative assistant, and 1 manager. The division is responsible for the maintenance of city-owned streets, signs, and traffic signals.

Continued growth, service demands, workforce challenges, and fiscal stewardship goals have prompted the City to undertake a specific operational review of the Streets Division to ensure that organizational structures, staffing levels, and business processes are aligned with current and anticipated community needs.

#### **3. PROPOSAL**

The proposal should include:

- General information on the proposer's firm and qualifications.

- A proposed methodology for the study which includes the requirements outlined in the Methodology section below.
- A draft scope of work, to be included in a finalized contract and which includes the requirements outlined in the Scope of Work section below and any additions or modifications suggested by the proposer.
- A proposed fee, outlining the cost to perform the study and the proposed payment process (lump sum, hourly, etc.).
- A proposed timeline for the project, including projected dates for required deliverables.

#### **4. PROJECT METHODOLOGY**

The proposed methodology should incorporate:

- A description of how the elements of the scope will be accomplished.
- Validation that the proposed methodology is effective in evaluating a municipal street division.
- Examples illustrating how the effectiveness of the streets division will be measured.
- Examples of previous projects using the same methodology including copies of the reports and other deliverables provided at the end of the project.
- An estimate of the necessary City staff time to support the project.
- Proposed peer cities of comparable size and service profile for benchmarking.

#### **5. SCOPE OF SERVICES**

The scope described below represents key areas of focus but is not intended to be exhaustive. The proposer is encouraged to recommend additional areas of analysis that would further advance the study goals.

##### **Consultant Responsibilities:**

##### **Administrative**

- Conduct a kickoff meeting to confirm scope, methodology, timeline, and expected outcomes.
- Provide monthly billing and progress reports.

##### **Operational and Functional Review**

- Define core services which should be provided by the Streets Division, based on city leadership input and research of comparable cities.
- Inventory all services provided by the division, including identification of resources (staffing, budget, technology, and assets) allocated to each service.
- Identify inefficiencies, redundancies, service gaps, risks, and improvement opportunities.
- Review, workflows, policies, and use of technology.

- Benchmark operations and performance against comparable municipalities using the following metrics and others recommended by the consultant:
  - Most recent average Pavement Condition Index.
  - Average duration to plow entire city.
  - Current number of deferred pothole repairs.
  - Current number of deferred sidewalk repairs.
  - Percent of arterials and collectors with pavement markings in current lifecycle.
  - FTEs per lane mile.
- Identify strengths, weaknesses, opportunities, and risks in current operations.
- Identify services that may be reduced, restructured, or eliminated under various fiscal stress scenarios.
- Identify recommended performance metrics.

### **Staffing and Financial Analysis**

- Review current organizational structures, reporting relationships, span of control, and alignment with service objectives
- Evaluate staffing levels, classifications, workloads, supervision, vacancies, and workforce risks including succession planning.
- Review use of overtime and identify root causes and mitigation strategies.
- Assess cost efficiency, overhead allocation, and alternative service delivery models.
- Analyze cost-saving opportunities including consolidation, shared services, regional partnerships, cross-training, and phased service reductions consistent with City policy.
- Evaluate use of full-time, part-time, and seasonal staff.

### **Policies, Governance, and Best Practices**

- Review existing policies, procedures, and interdepartmental coordination.
- Identify opportunities to improve processes and improve transparency, accountability, and decision-making.
- Evaluate agenda preparation, purchasing, contracting, and approval processes.
- Identify applicable best practices from comparable local governments and other sectors.
  - Assess applicability of private-sector or innovative public-sector practices
- Identify cost-saving opportunities that do not materially reduce service quality.

### **Implementation Planning**

- Provide implementation-ready recommendations with estimated fiscal and operational impacts, in collaboration with Administration and Human Resources.
- Define recommended implementation priorities, timelines, responsible parties, and performance measures.

### **City Responsibilities**

To facilitate the study, the City will:

- Dedicate staffing as outlined in the project methodology.

- Provide space for the consultant to meet with city staff.
- Provide timely reviews of draft materials.

## **6. EXPECTED DELIVERABLES**

The consultant shall provide the following deliverables:

- Study Plan to implement the proposed methodology, due at the time of the kickoff meeting.
- Draft Written Report addressing the required items outlined in the scope of work.
- Final Written Report addressing city feedback.

## **7. GENERAL TERMS AND CONDITIONS**

- The City reserves the right to reject any or all proposals.
- All costs associated with proposal preparation are the responsibility of the proposer.
- The consultant will be required to enter into a professional services agreement with the City of Post Falls.
- Insurance, indemnification, and contractual terms will be consistent with City requirements and Idaho law.

## **Data Systems and Access:**

Could you help me understand what systems and data sources are available for the Streets Division?

### **1. Work Order/Asset Management System:**

- What system does the division use to track work orders, service requests, and maintenance activities? (e.g., Tyler/Munis, Cartegraph, CityWorks, Lucity, other)

We track work by the Streets division in a cloud-based software called iWorqs.

- Can historical work order data be exported, and if so, what is the typical approval process and timeline for access?

This is possible but is not a process in which city employees are proficient. We can grant read-access within 24-hours and approval would be given by the Public Works Director.

- How far back does reliable data extend?

Looking at historical data, the furthest entries appear to be from 2010. "Reliable data" would be subjective in my mind. There are only a couple of employees that are still working here from that timeframe. It would be hard to verify.

### **2. GPS/Fleet Tracking:**

- Does the Streets Division have GPS or AVL (Automatic Vehicle Location) tracking on its vehicles?

Streets has some capability to track our vehicles. This only applies to our fleet of dump trucks & loaders (for the snow operations program). We also have GPS tracking on our two sweepers.

- If yes, what system is used, and what data elements are captured (routes, timestamps, idle time, etc.)?

We utilize US Fleet tracking as a vendor for this. They capture routes, speed, and time stamps. However, their data is only good for 90 days I believe. After that, it is purged from their system. I've asked to data to be kept longer, but at the time they indicated that they did not have that capability.

- What is the process for exporting this data, and does it require IT or vendor assistance?

Website can run reports and be exported. No requirement other than login.

### **3. Financial and Budgeting Systems:**

- What system is used for budget tracking and expenditure reporting? (e.g., Munis, Tyler, other)

Tyler INCODE

- Can division-level expense data be segmented by category (labor, materials, equipment, contracted services, overtime)?

Yes, I'll attach a report showing the categories we track. This does not include overtime explicitly but that can be obtained elsewhere.

### **4. GIS and Infrastructure Data:**

- Does the City have GIS data on street network, lane miles, pavement condition index (PCI), signs, signals, and other maintained assets?

Our GIS data includes streets, lane miles, PCI, and signs. Signals are not imported into GIS. Our PCI data is from 2022; updates are commonly on a 5-7 years cycle.

- Is there an asset inventory that tracks quantities and condition ratings?

I am not aware of anything that can track quantities or condition. We have only had one survey completed since 2022.

Not really. iWorqs has some of this for signs.

### **5. Timekeeping and Scheduling:**

- What system is used for employee timekeeping, leave tracking, and shift scheduling?

Tyler INCODE

- Can overtime data be extracted by employee and work category?

Yes

#### 6. Performance and Service Level Data:

- Are there existing performance metrics or service level targets (e.g., average plow time, pothole repair response time, pavement marking replacement cycles)?

There are no formally adopted service levels. We formally track the chipseal and overlay accomplished annually.

- Are there records of deferred maintenance backlogs?

No, not exactly. We have a few lists of items to be addressed and we have the PCI report which indicates which roads need maintenance.

#### Personnel Access and Availability:

To validate operational realities and ensure findings are grounded in the division's actual experience, I'll need structured engagement with Streets Division staff:

- **Division Manager:** Availability for kickoff meeting, periodic check-ins, and review sessions
- **Supervisor and Leads:** Availability for interviews and workflow validation
- **Maintenance Workers:** Availability for task-level data collection (surveys, interviews, or ride-alongs, depending on methodology)
- **Administrative Assistant:** Assistance with scheduling and document access

We will ensure staff are available to assist with this study. A key element of the proposal we wish to understand is the requested time commitment for the various employee classifications.

#### Are there any planned vacations, training events, or operational peaks (e.g., winter storm season) during the study period that would limit staff availability?

Summer (June through September) is a very busy time for Streets. Once we have a more defined schedule, we can address more detailed schedules such as vacations and trainings. Generally speaking, those should not impede the study, however.

#### Physical and Operational Access:

- Will I have access to Streets Division facilities for tours, equipment review, and on-site meetings?

Yes, we can schedule this access. We do not allow non-employees unrestricted access to our facility.

- Are there any union considerations, notification requirements, or protocols I should be aware of when engaging with division staff?

We do not have unions.

#### IT and Security Protocols:

- Does data access require IT security review, confidentiality agreements, or VPN setup?

Access to iWorqs is cloud based and would not require these items. GIS access can also be arranged via the web or specific data can be retrieved by our GIS team. Access to Tyler INCODE would not be permitted but data exporting would be facilitated by our Finance department.

- What is the typical timeline for granting external consultant access to city systems?

24-hours, when applicable

#### Document and Policy Review:

- Are the following documents readily available for review?
  - Current organizational chart for Streets Division

Attached

- Job descriptions for all positions

Available

- Standard operating procedures (SOPs)

Available

- Equipment inventory and replacement schedules

Fleet equipment available

- Capital improvement plans related to streets

No formal plans beyond the PCI study, which we can share

- Any prior operational assessments or studies

We are not aware of any

# City of Post Falls

## Streets Division Operational Efficiency & Workforce Analysis

**To:** Mayor and City Council, City of Post Falls

**From:** Star of the Sea Consulting, LLC (Jeremy Williams)

**Date:** February 5, 2026

**Subject:** Council Overview – Streets Division Operational Efficiency & Workforce Analysis

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### Purpose

This memorandum provides a concise, decision-focused overview of the proposed Streets Division Operational Efficiency & Workforce Analysis. The intent is to equip the Mayor and City Council with clear, actionable information to support an informed authorization decision regarding scope, safeguards, cost, schedule, and next steps.

### Background

The Streets Division delivers mission-critical public services that directly affect safety, mobility, and infrastructure preservation across the City of Post Falls. As the City continues to grow and operational complexity increases, leadership has identified the need for a validated, objective workload and staffing baseline to ensure resources are aligned with actual service demands and to support defensible planning and budgeting decisions.

### Use of Benchmarking (Guardrails)

Benchmarking is used strictly as a **contextual reference**, not as a prescriptive staffing tool. Specifically:

- Benchmark data is used to inform questions and validate analytical assumptions, not to import staffing levels.
- No peer city staffing numbers are applied directly to Post Falls.
- Local workload data and operational context govern all findings.

### Benchmarking Rule

Any peer comparison must align across **at least fifteen (15) operational and governance variables**, such as service responsibilities, lane miles, asset mix, climate, organizational structure, and funding model. Peer data not meeting this threshold is excluded.

### Benchmarking Gates

Benchmarking is only applied when:

- Post Falls–specific workload data is incomplete or inconclusive; and

- Peer context clarifies operational questions without implying outcomes.

### **Scope**

- Streets Division operations only
- No expansion to other departments or divisions

### **Cost, Schedule, and Administration**

- **Fixed Cost:** \ \$30,000
- **Schedule:** Approximately 8–12 weeks
- **Billing Structure:** 50% at project initiation; 50% upon delivery of study products
- **Reporting:** Monthly status reporting to City Administration

### **Recommended Action**

Authorize Star of the Sea Consulting, LLC to conduct the Streets Division Operational Efficiency & Workforce Analysis as scoped.

# City of Post Falls

## Streets Division Operational Efficiency Study Proposal for Professional Services

**Prepared for:** City of Post Falls

**Prepared by:** Star of the Sea Consulting, LLC

**Prepared by:** Jeremy Williams

**Date:** February 5, 2026

---

### Introduction and Purpose

The City of Post Falls continues to experience growth, increasing service demands, and heightened expectations for infrastructure maintenance and operational responsiveness. As one of the City's most asset-intensive and operationally complex departments, the Streets Division plays a critical role in sustaining public safety, mobility, and overall quality of life.

This proposal outlines a pilot engagement focused on conducting a **task-based workload and manpower analysis** of the Streets Division. The purpose of the study is to establish a validated, defensible baseline of workload demand and staffing alignment—grounded in how work is actually performed—rather than relying on generalized ratios, anecdotal observations, or informal benchmarks.

The resulting analysis is intended to support informed decision-making by City leadership, provide clarity regarding current operational capacity, and create a scalable analytical framework that can be applied to additional departments in the future, should the City elect to do so.

---

### Methodology Overview

The study will employ a structured, task-based methodology designed to quantify workload, validate staffing requirements, and assess alignment between operational demand and available resources. The approach emphasizes analytical rigor, transparency, and minimal disruption to day-to-day operations.

At a high level, the methodology consists of four integrated phases:

**Project Initiation and Data Confirmation** – Confirmation of scope, data sources, access pathways, study assumptions, and City readiness materials; coordination with City leadership and designated points of contact; development of a formal Study Plan.

**Workload Identification and Task Structuring** – Identification of core services, recurring and non-recurring tasks, seasonal activities, and operational drivers that define Streets Division workload; alignment of tasks to the City's mission, major lines of effort, and applicable position descriptions.

**Workload Quantification and Staffing Analysis** – Quantification of workload volumes, task frequencies, and labor requirements; development of a service inventory and mapping of staffing and other resources to each service; assessment of staffing alignment relative to documented workload demand.

**Validation, Findings, and Reporting** – Validation of analytical results through data cross-checks and subject-matter review; development of findings, observations, fiscal and operational impact considerations, and implementation-ready recommendations for leadership consideration.

This methodology is designed to operate effectively within real-world municipal data environments while producing results that are objective, traceable, and defensible.

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## **Effectiveness Measurement Examples (Illustrative)**

To illustrate how operational effectiveness will be assessed, the study may apply the workload model to measures such as:

- Lane miles maintained per assigned FTE, evaluated against service expectations and asset condition
- Pavement condition trends (e.g., PCI data) in relation to preventive versus reactive maintenance workload
- Duration and labor requirements of seasonal operations (e.g., snow response, chip sealing) relative to staffing availability
- Overtime usage by activity category to distinguish workload-driven versus structural contributors
- Deferred maintenance or backlog indicators for activities such as pothole repair, markings, or signage

These examples are illustrative; final measures will be confirmed during project initiation.

---

## **Data Sources and City Readiness Expectations**

The analysis will leverage existing City data systems, documentation, and operational knowledge to the maximum extent practicable. Anticipated data sources include, but are not limited to:

- Work order and maintenance records
- Financial and expenditure data (via established City export processes)
- GIS-based asset and lane-mile information
- Organizational charts, position descriptions, and staffing rosters
- Operational schedules, policies, and procedures

To support an efficient and minimally disruptive engagement, the City's preparation and timely provision of agreed-upon data and documentation prior to or at project initiation is essential. Establishing data readiness at the outset allows analytical effort to focus on validation and assessment rather than data collection delays, protecting both schedule and study quality.

---

## Project Schedule and Deliverables

The anticipated duration of the engagement is **8 to 12 weeks**, commencing upon City authorization and receipt of required readiness materials.

Key deliverables include:

- Study Plan (kickoff deliverable)
- Streets Division Workload and Staffing Analysis Report
- Validated workload baseline and staffing alignment assessment
- Service inventory and resource mapping summary
- Operational findings and observations, including workflow, policy, and technology considerations
- Fiscal stress and service trade-off scenario analysis
- Implementation-ready recommendations with estimated operational and fiscal impacts
- Executive summary suitable for leadership and Council review
- Briefing materials to support internal discussion or formal presentation

The schedule is designed to remain flexible enough to accommodate operational realities while maintaining momentum toward completion.

---

## Roles and Responsibilities

**City Responsibilities** - Designate executive sponsorship and a primary point of contact - Provide access to agreed-upon data and documentation - Facilitate coordination with subject-matter experts - Participate in review and validation discussions

**Consultant Responsibilities** - Manage project execution and analytical activities - Design and conduct workload analysis and validation - Coordinate interviews, data review, and findings development - Prepare reports and briefing materials

Both parties will collaborate to ensure alignment, transparency, and timely issue resolution.

---

## Project Management and Communications

The engagement will be managed through a coordinated project management approach, including a kickoff meeting, periodic status updates, and scheduled touchpoints with City leadership as appropriate. Communication will be maintained with the designated City point of contact to ensure alignment and visibility throughout the study.

**Monthly status reporting** will be provided consistent with City expectations.

The proposed schedule assumes normal business operations and availability of City staff and data resources. Minor delays or extensions resulting from data availability, staff scheduling, or validation

requirements are considered a normal part of analytical engagements of this nature and will be addressed collaboratively.

Where Streets Division workload drivers intersect with processes owned by other City functions, the study will document observed impacts while limiting detailed analysis to activities within the Streets Division's direct scope unless otherwise directed.

---

## Fee and Payment Terms

The total fixed fee for the Streets Division Operational Efficiency Study is **\$30,000**.

Payment is proposed as follows: - 50% due upon execution / project initiation - 50% due upon delivery of study products

The fee is inclusive of all work described in this proposal and is limited to the Streets Division scope.

---

## Governance, Legal, and HR Guardrails

This study is based on the availability and quality of existing City data, staff participation, and operational information. The analysis is **not** a financial audit, **not** a performance evaluation of individual employees, and **not** a determination of compliance with labor or personnel policies. The study does **not** conduct human resources classification or compensation analysis and does **not** mandate staffing or organizational actions. Findings are intended to inform leadership decision-making and support policy discretion.

---

## Data Handling and System Access

All system access remains under City control. Analysis will be conducted using City-provided data extracts, reports, and documentation. No direct manipulation of City systems is required or assumed, and data is used solely for purposes of conducting the Streets Division study.

---

## Qualifications and Experience

Star of the Sea Consulting, LLC is a boutique analytical consulting firm specializing in task-based workload analysis, manpower modeling, and operational efficiency studies. The firm's work is grounded in methodologies historically used to determine mission-capable staffing, validate workload drivers, and support defensible resource decisions.

This type of analysis is distinct from traditional human resources consulting. Rather than focusing on classification, compensation, or policy administration, the work centers on quantifying operational demand and validating staffing alignment using objective, task-level data.

The firm's principal consultant brings experience from environments where workload analysis is subject to independent review, formal validation standards, and budgetary consequence. Independence from internal personnel functions is intentional and supports objective data collection and findings that can be reviewed and relied upon by leadership.

Star of the Sea Consulting is locally based in North Idaho, is a Service-Disabled Veteran-Owned Business (SDVOB), and is positioned to serve as a long-term analytical partner to the City.

---

## **Workload Modeling as an Ongoing Management Tool**

This engagement is designed not only to establish a point-in-time assessment of the Streets Division, but to create a validated, repeatable workload and manpower model that can be maintained over time.

Once a defensible baseline is established, best practice is to periodically refresh key inputs rather than repeatedly rebuild studies from the ground up. In operational environments comparable to the Streets Division, such models are typically refreshed no more frequently than every other year or when material conditions change.

---

## **Conclusion and Recommendation**

The Streets Division pilot engagement provides the City with an opportunity to establish a validated, objective understanding of workload demand and staffing alignment within a critical operational department. The study will deliver actionable, implementation-ready insights while creating a scalable framework suitable for future application.

Star of the Sea Consulting, LLC recommends proceeding with the Streets Division Operational Efficiency Study as proposed.

---

## **Acceptance and Next Steps**

Upon City authorization to proceed, the engagement will begin with a coordinated project kickoff meeting to confirm scope, review readiness materials, and finalize the study schedule. Final reports and briefing materials will be delivered for City leadership consideration and, if desired, presentation to elected officials.

# Appendix A

## Streets Division Operational Efficiency & Workforce Analysis

**Prepared by:** Star of the Sea Consulting, LLC

**Prepared by:** Jeremy Williams

**Date:** February 5, 2026

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### Purpose of Appendix A

This appendix provides **illustrative examples of study outputs and reporting artifacts** that the City of Post Falls will receive as part of the Streets Division Operational Efficiency & Workforce Analysis. The examples below are **representative templates** using fabricated data for demonstration purposes only. Final products will be populated with validated City-specific data.

This appendix is intentionally visual and practical, showing *what the deliverables look like*, not restating methodology already contained in the proposal.

---

### A.1 Workload Inventory Output (Sample)

#### Streets Division – Task-Level Workload Inventory (Excerpt)

Task ID	Functional Area	Task Description	Type of Work	Workload Driver	Annual Volume	Notes
ST-01	Street Maintenance	Pothole repair (asphalt)	Direct	Service requests	1,240	Seasonal variability
ST-02	Street Maintenance	Crack sealing	Direct	Lane miles	320 lane-mi	Weather dependent
ST-03	Snow & Ice	Snow plowing (primary routes)	Direct	Snow events	18 events	Priority routes
ST-04	Support	Crew scheduling & dispatch	Support to Mission	Crew size	Continuous	Non-discretionary

*This inventory documents all mission-essential tasks performed by the Streets Division and explicitly distinguishes between direct, support-to-mission, and support-to-self activities. Presenting workload at this level of detail allows City leadership to understand what work is being performed, what drives that work, and how volume and variability affect staffing requirements without relying on assumptions or peer comparisons.*

## A.2 Workload Driver Validation Summary (Sample)

### Validated Workload Drivers – Streets Division (Excerpt)

Workload Area	Primary Driver	Secondary Driver	Validation Source
Pothole Repair	Service requests	Lane condition	Work order data
Snow Plowing	Snowfall events	Route miles	Historical records
Street Sweeping	Lane miles	Seasonal schedule	Operations logs

*Workload drivers are validated through cross-checks against independent data sources, historical records, and subject-matter expert confirmation. This validation step ensures that staffing calculations are tied to observable operational demand rather than anecdotal reporting or perceived workload pressure.*

## A.3 Staffing Requirement Model Output (Sample)

### Staffing Requirement Summary – Streets Division (Illustrative)

Functional Area	Annual Workload (hrs)	Available Productive Hours	Calculated FTE Requirement
Street Maintenance	18,400	1,760	10.5
Snow & Ice Control	6,200	1,760	3.5
Support Functions	4,100	1,760	2.3

*Staffing requirements are calculated by translating observed workload volumes into labor hours using validated productivity assumptions and City operating calendars. Results are advisory in nature and are intended to inform planning discussions; they do not mandate staffing changes or predetermine budget outcomes.*

## A.4 Assumptions & Constraints Register (Sample)

### Key Analytical Assumptions (Excerpt)

ID	Assumption	Rationale	Impact if Incorrect
A-01	Average snow events per year = 18	5-year historical avg	Moderate
A-02	Standard productive hours = 1,760	City calendar	Low
A-03	Service request data completeness >95%	System validation	High

*All analytical assumptions are explicitly documented, reviewed with City leadership, and tested for sensitivity. This register allows decision-makers to understand how results may change if conditions, policies, or operational practices differ from those assumed during the study.*

---

## **A.5 Executive Findings Summary (Sample)**

### **Streets Division – Key Observations (Illustrative)**

- Workload demand is concentrated in seasonal maintenance and snow operations.
- Support-to-mission activities represent approximately 18–22% of total observed workload.
- Staffing pressure is driven primarily by service demand variability rather than baseline inefficiency.

*Findings are framed to support leadership decision-making by highlighting patterns, constraints, and operational pressures observed in the data. The intent is to provide clarity and context, not to prescribe organizational changes or staffing outcomes.*

---

## **A.6 Scope Boundaries Reminder**

The outputs shown in this appendix: - Do **not** evaluate individual employee performance - Do **not** conduct HR classification or compensation analysis - Do **not** mandate staffing or organizational changes

---

**Note:** All tables and figures shown are illustrative only. Final deliverables will reflect validated City of Post Falls data.

# City of Post Falls

## ICMA / GFOA Alignment Memorandum

**Subject:** Streets Division Operational Efficiency & Workforce Analysis

**Prepared for:** City of Post Falls

**Prepared by:** Star of the Sea Consulting, LLC

**Prepared by:** Jeremy Williams

**Date:** February 5, 2026

---

### Purpose

This memorandum documents how the proposed Streets Division Operational Efficiency & Workforce Analysis aligns with generally recognized best-practice principles reflected in guidance from the International City/County Management Association (ICMA) and the Government Finance Officers Association (GFOA).

The intent of this memorandum is to provide assurance regarding analytical posture, governance safeguards, and decision-support orientation. It is not intended to certify compliance with any specific ICMA or GFOA standard.

---

### ICMA Alignment

ICMA guidance emphasizes the use of data-informed analysis to support service delivery decisions, operational transparency, and responsible stewardship of public resources. The proposed study aligns with these principles by:

- Evaluating services and workload in their full operational context rather than relying on staffing ratios or generalized benchmarks
- Focusing on service demand, asset responsibility, and operational variability as primary drivers of resource need
- Providing decision-ready information that supports managerial judgment rather than prescribing outcomes

The study approach reflects ICMA's emphasis on contextual analysis, professional discretion, and adaptability to local conditions.

---

## GFOA Alignment

GFOA guidance stresses the importance of defensible analysis, clarity of assumptions, and linkage between operational demand and fiscal decision-making. The proposed engagement aligns with these principles through:

- Explicit documentation of workload drivers, assumptions, and analytical constraints
- Use of validated data sources and cross-checks to support reliability of results
- Framing findings to inform budgetary and service-level trade-off discussions rather than dictate fiscal actions

The study is designed to strengthen the City's ability to evaluate resource alignment in a fiscally responsible and transparent manner.

---

## Governance and Scope Safeguards

Consistent with ICMA and GFOA best practices, the study includes clear governance boundaries:

- The analysis is **not** a financial audit, performance evaluation, or compliance review
- Individual employee performance is not assessed
- Human resources classification, compensation, and labor-relations matters are excluded
- Findings are advisory and do not mandate staffing or organizational changes

These safeguards ensure the analysis supports leadership decision-making without creating unintended policy or personnel implications.

---

## Conclusion

Based on a review of the proposed methodology, scope, and analytical safeguards, no material gaps were identified between the Streets Division Operational Efficiency & Workforce Analysis and the principles reflected in ICMA and GFOA best-practice guidance.

This memorandum is provided as an alignment and assurance reference to accompany the study proposal and related materials.

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# Navigating Growth:

## Streets Division Operational Efficiency & Workforce Analysis

### The Analytical Journey



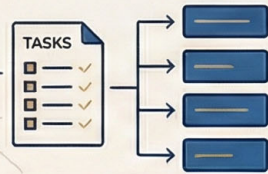
#### Phase 1: Initiation & Data Confirmation

Establishing the study plan, confirming data access pathways (GIS, work orders, financial records), and aligning with City leadership on core assumptions.



#### Phase 2: Workload Identification & Task Structuring

Identifying all mission-essential tasks (Direct Service vs. Support) and aligning them with position descriptions and City goals.




#### Phase 3: Workload Quantification & Staffing Analysis

Translating workload volumes (e.g., 1,240 pothole repairs, 18 snow events) into calculated labor hours using validated productivity assumptions.



#### Phase 4: Validation, Findings, & Reporting

Conducting data cross-checks and delivering implementation-ready recommendations and fiscal stress scenarios for Council review.

Task Category	Primary Driver	Sample Volume (Annual)
 Street Maintenance	Service Requests / Lane Miles	1,240 Pothole Repairs
 Snow & ice Control	Snowfall Events / Route Miles	18 Snow Events
 Street Sweeping	Lane Miles	Scheduled Seasonal Cycles

### Study Economics & Timeline



**\$30,000 Fixed Cost**

Transparent billing structure with 50% due at project initiation and 50% upon delivery of the final study products.



**8–12 Week Duration**

A streamlined engagement designed to produce a scalable analytical framework with minimal disruption to day-to-day Streets Division operations.



**Service-Disabled Veteran-Owned Business (SDVOB)**

Star of the Sea Consulting is a locally-based North Idaho firm certified as a Service-Disabled Veteran-Owned Business.



**15-Variable Benchmarking Rule**

Peer comparisons are only used if the peer city aligns across 15 operational variables (e.g., lane miles, climate, asset mix).



**Advisory, Not Mandated**

Results are intended to inform planning and budget trade-offs; the study does not mandate staffing changes or evaluate individual performance.



**ICMA & GFOA Alignment**

The methodology aligns with best practices from the international City/County Management Association and the Government Finance Officers Association.



# **PROPOSAL FOR PROFESSIONAL SERVICES**

## **Streets Division Operational Efficiency & Workforce Analysis**

---

### **A Task-Based Workload Baseline for the City of Post Falls**

Prepared for the Mayor and City Council | Date: February 5, 2026

# Executive Summary & Authorization Overview



## The Objective

To establish a validated, objective workload and staffing baseline for the Streets Division using task-based analysis. This moves the City from anecdotal observations to defensible, data-driven planning.

## The Scope

Focused exclusively on Streets Division operations. Includes workload quantification, driver validation, and staffing alignment.

## Key Logistics

- **Fixed Fee:** \$30,000 (Professional Services)
- **Timeline:** 8–12 Weeks
- **Method:** Alignment with ICMA/GFOA best practices; distinct from a financial audit or HR performance review.

## Recommended Action

Authorize Star of the Sea Consulting, LLC to conduct the analysis as scoped.





# Operational Context: Navigating Growth & Complexity

The Streets Division delivers mission-critical services affecting safety, mobility, and infrastructure preservation. As Post Falls grows, operational complexity increases.

## The Challenge:

Relying on intuition or historical inertia is no longer sufficient for an asset-intensive department.

## The Need:

Leadership requires a “Workload Baseline.” This means quantifying:

- ◆ What work is actually being performed?
- ◆ What drives that work (Volume vs. Variability)?
- ◆ How do service levels translate mathematically to staffing requirements?

*“Navigate complexity with confidence.”*



# Methodology: Task-Based Analysis vs. Generic Ratios



## The SOSC Approach (Task-Based)

**Quantifies actual work performed** (e.g., specific pothole repair volumes, snow events).

**Validates “Productive Hours”** (1,760 annual baseline).

**Builds staffing requirements** from the bottom up based on local realities.

**Result: Defensible, City-specific data.**



## The Traditional Approach (Avoided)

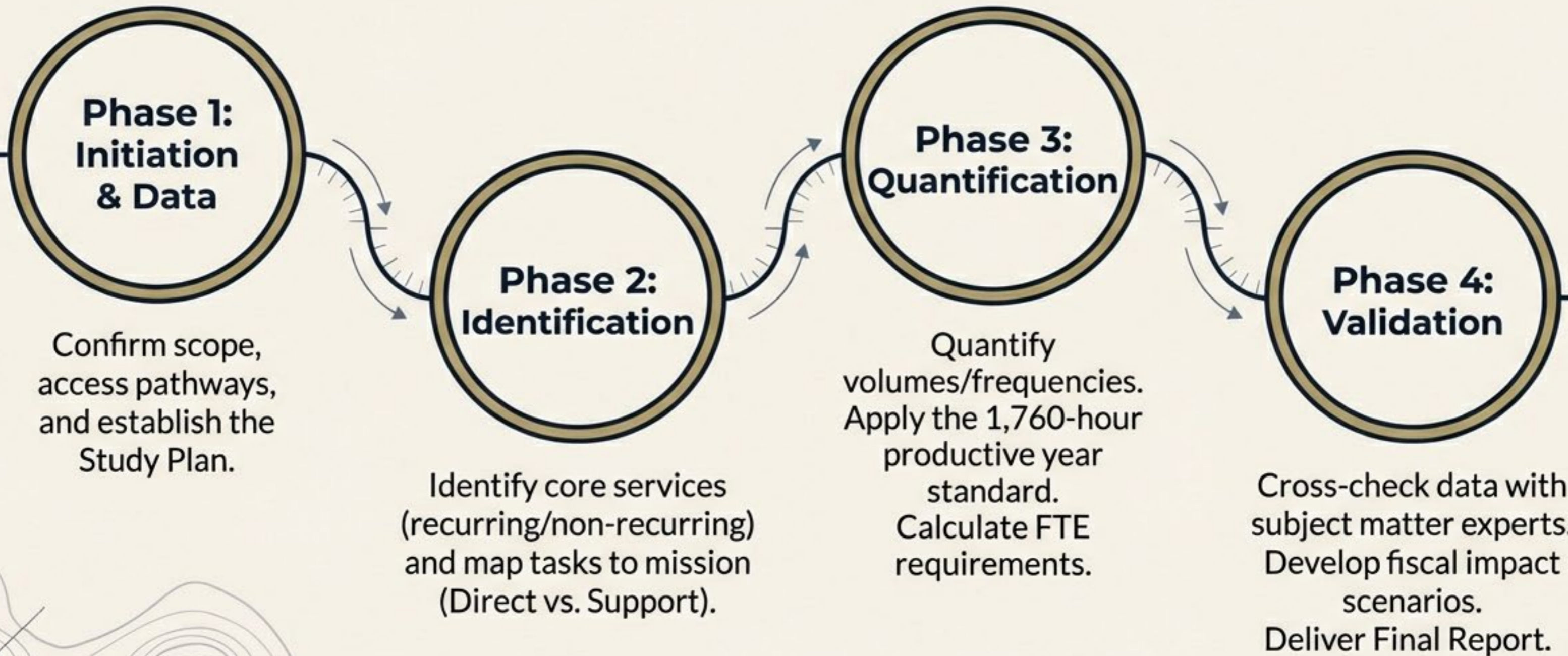
**Relies on “FTE per 1,000 population”** or generic peer ratios.

**Ignores local service level** expectations and asset conditions.

**Result: Vulnerable to criticism** and disconnect from operational reality.

**We do not import staffing numbers from other cities; we calculate them based on Post Falls’ specific demands.**

# The Analytical Process: Four Integrated Phases



# The Role of Benchmarking: Context, Not Prescription

---

**Benchmarking is used strictly as a reference to inform questions, never to dictate staffing levels.**

## The “15-Variable” Rule

SOSC only applies peer comparisons if the peer aligns across at least 15 operational variables (e.g., lane miles, climate, asset mix, funding model).

### Usage Gates:

Peer data is only introduced if Post Falls-specific data is inconclusive or to clarify operational context.

# Strategic Alignment: ICMA & GFOA Best Practices

## ICMA Alignment (Management)

- Focuses on data-informed analysis over intuition.
- Evaluates services in full operational context (Asset Responsibility + Service Demand).
- Supports professional discretion and adaptability.

## GFOA Alignment (Finance)

- Emphasizes defensible analysis for fiscal stewardship.
- Requires explicit documentation of assumptions and drivers.
- Links operational demand directly to budgetary decision-making.

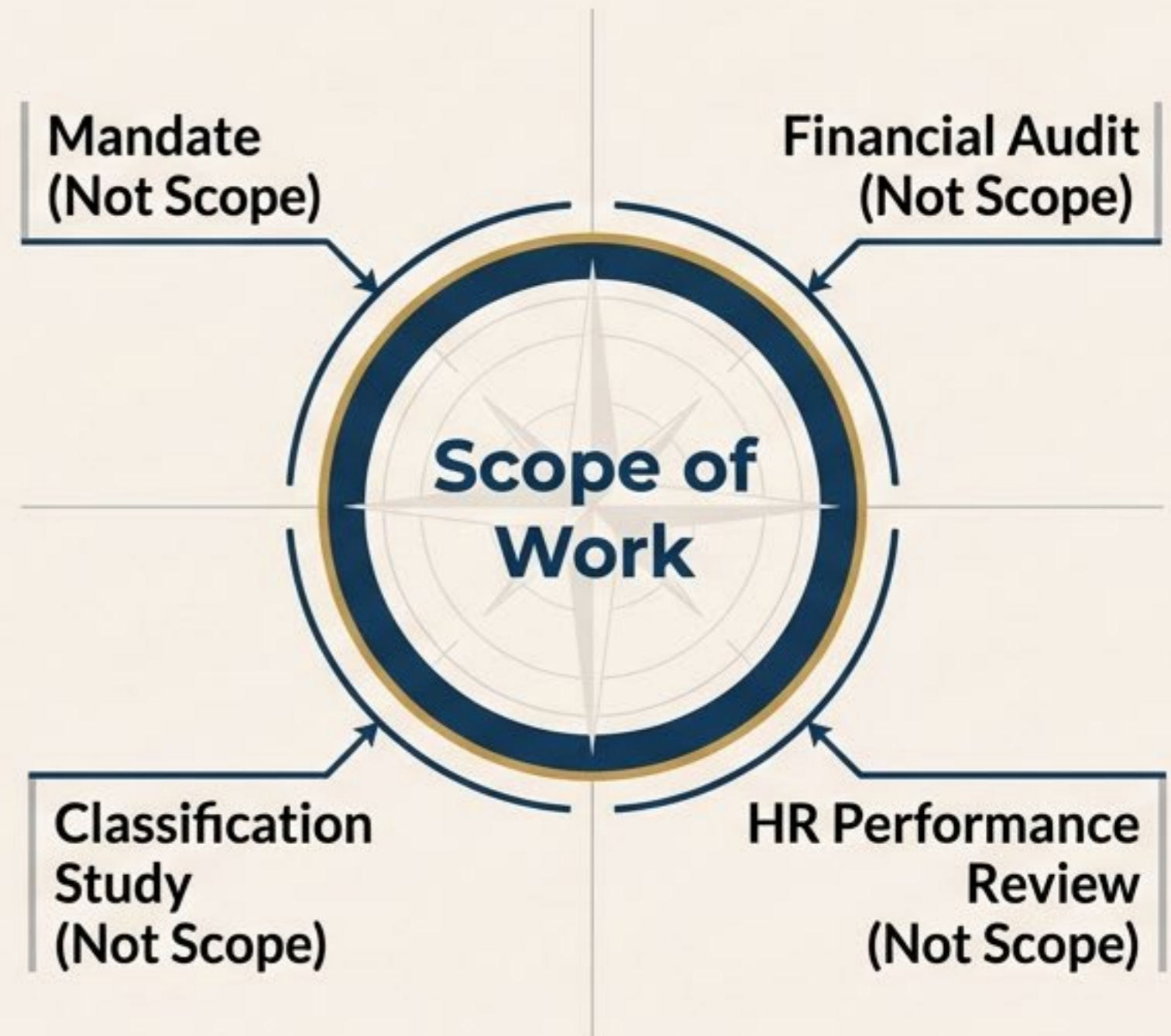
No material gaps exist between this methodology and the best-practice guidance of these national bodies.

# Governance & Scope Safeguards

Defining Boundaries to Protect Organizational Health

## What This Study Is **NOT**

- **Not a Financial Audit:** We are analyzing operations, not balancing the ledger.
- **Not an HR Performance Review:** We evaluate systems and tasks, not individual employee performance.
- **Not a Classification Study:** We do not assess compensation or job descriptions.
- **Not a Mandate:** All findings are advisory to support leadership discretion.





# Deliverable Preview: Workload Inventory

This inventory documents all mission-essential tasks, distinguishing between direct service and support functions.

<b>Task ID</b>	<b>Functional Area</b>	<b>Task Description</b>	<b>Workload Driver</b>	<b>Annual Volume</b>
ST-01	Street Maintenance	Pothole repair (asphalt)	Service requests	1,240 (Seasonal variability)
ST-02	Street Maintenance	Crack sealing	Lane miles	320 lane-mi
ST-03	Snow & Ice	Snow plowing (primary)	Snow events	18 events
ST-04	Support	Crew scheduling	Crew size	Continuous

We move beyond assumptions to document exactly what drives the division's day.



# Deliverable Preview: Driver Validation

Staffing calculations are tied to observable operational demand, validated against independent records to remove anecdotal bias.

Workload Area	Primary Driver	Secondary Driver	Validation Source
Pothole Repair	Service requests	Lane condition	Work order data
Snow Plowing	Snowfall events	Route miles	Historical records / Weather data
Street Sweeping	Lane miles	Seasonal schedule	Operations logs

Validation ensures the model reflects reality, not just “perceived workload pressure.”

# Deliverable Preview: Staffing Requirement Model

Operational volumes are translated into labor hours using City-specific productivity assumptions.

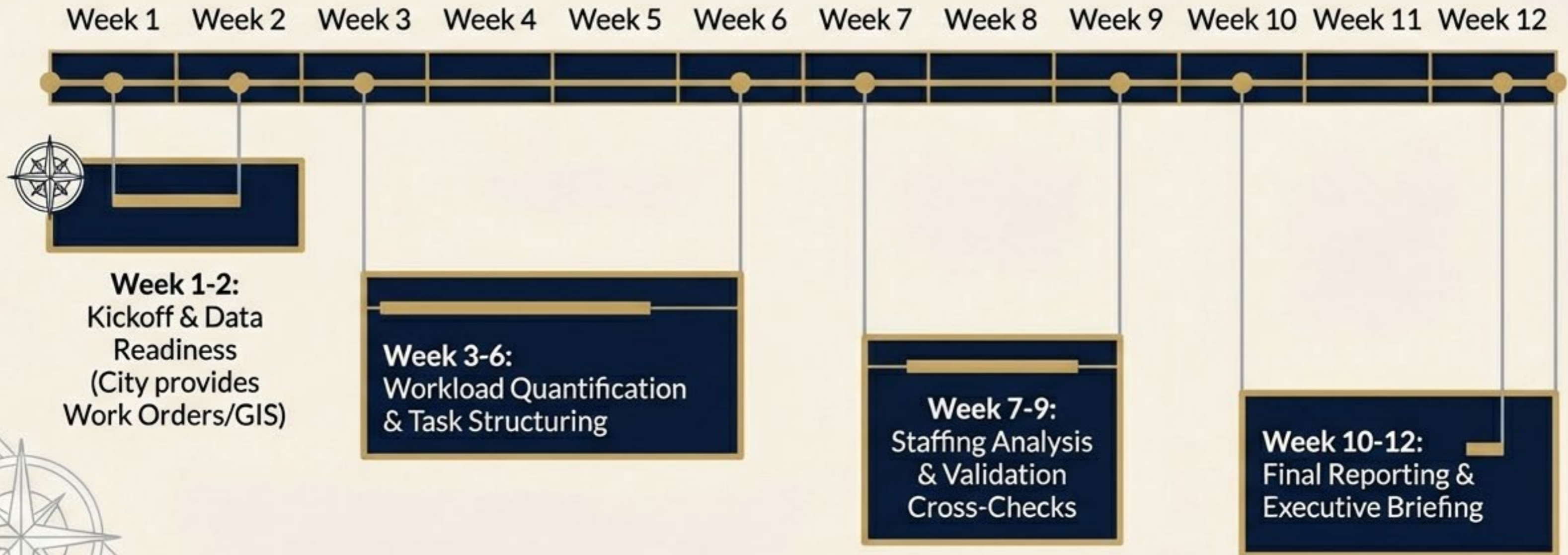
Functional Area	Annual Workload (hrs)	Available Productive Hours	Calculated FTE Requirement
Street Maintenance	18,400	1,760	10.5
Snow & Ice Control	6,200	1,760	3.5
Support Functions	4,100	1,760	2.3

## Assumptions Box

- A-02: Standard productive hours = 1,760 (aligned with City calendar).
- A-01: Average snow events = 18 (5-year historical average).

# Project Schedule & Milestones

Total Duration: 8–12 Weeks



Note: Schedule relies on timely access to data and subject matter experts.

# Investment & Fee Structure

## Professional Services Fee

**\$30,000 (Fixed Cost)**

**Inclusions:** All analytical labor, reporting, and presentations for the Streets Division scope.

**Payment Terms:** 50% at Project Initiation  
| 50% upon Delivery of Study Products.

## City Readiness Requirements

To maintain this schedule and cost structure, the City provides access to:

- Work order/maintenance records
- GIS/Asset lane-mile data
- Financial expenditure data



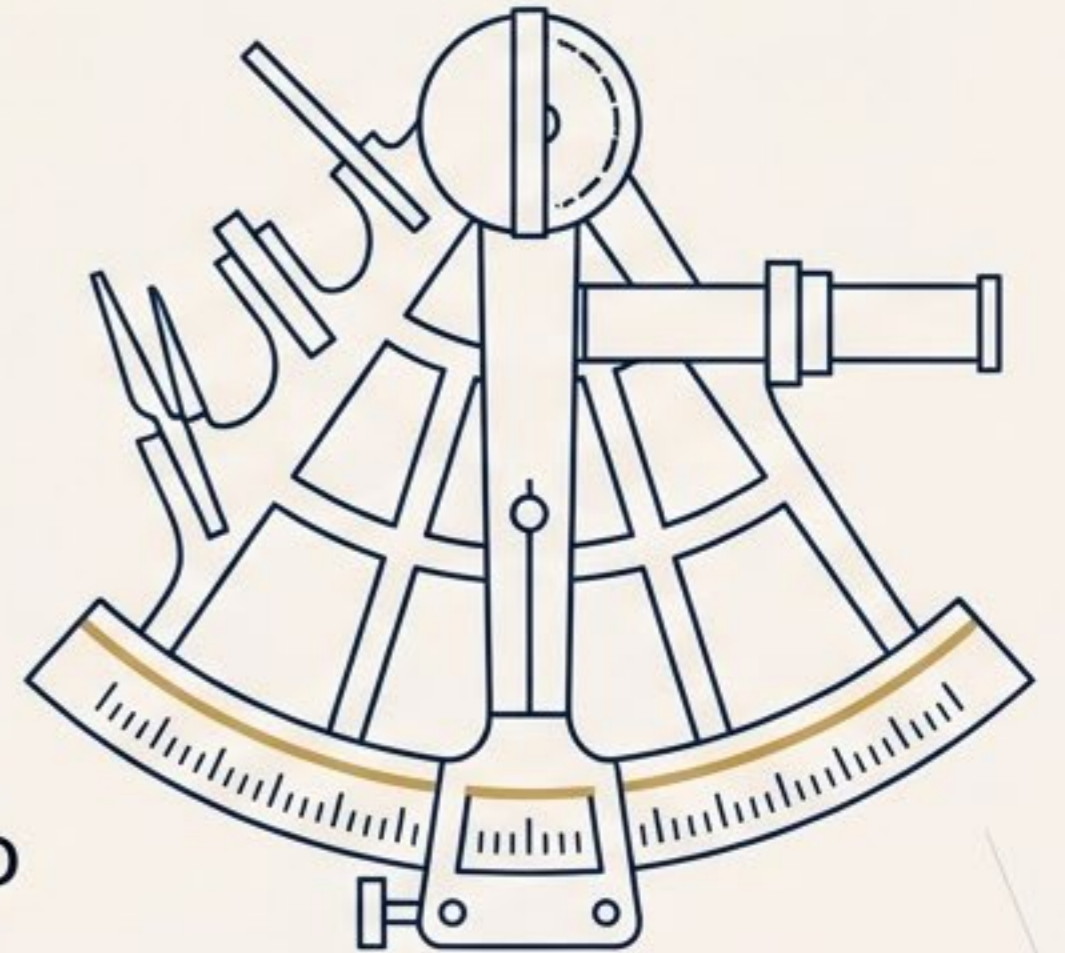
# About Star of the Sea Consulting

**Firm Profile:** A boutique analytical consulting firm based in North Idaho.

**Designation:** Service-Disabled Veteran-Owned Small Business (**SDVOB**).

**Core Competency:** Specializing in task-based workload analysis and manpower modeling.

**The Difference:** We bring ‘**federal-grade precision**’ to municipal governance. We do not use ‘cookie-cutter’ templates; we build models that respect your specific operational reality.



# Conclusion & Recommended Action



The Streets Division requires a validated baseline to manage growth effectively. This study provides the data, the defense, and the direction needed for **responsible** fiscal planning.

**Authorize Star of the Sea Consulting, LLC to conduct the Streets Division Operational Efficiency & Workforce Analysis.**

**Navigate complexity with confidence.**

# Next Steps: Authorization



City Council Authorization of Contract



Schedule Kickoff Meeting



Data Access Provisioning



Project Start

Thank you for your consideration.

**CITY OF POST FALLS  
AGENDA REPORT  
NEW BUSINESS  
MEETING DATE: 2/17/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Kris Ammerman, Parks and Recreation Director  
**SUBJECT:** America 250 Resolution and Grant Application

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**ITEM AND RECOMMENDED ACTION:**

Staff requests City Council approval of a resolution in honor of the America 250 celebration along with a grant application to fund a monument. A presentation is not planned on this item but staff will be available to answer questions.

**DISCUSSION:**

To celebrate America's 250th birthday, staff is working with several community organizations to commemorate this milestone. One idea is to install a historical monument on City Hall grounds to celebrate this occasion now and for many years to come. A preliminary concept is attached. The exact location is yet to be determined. Upon approval by Council to participate in the America 250 in Idaho Celebration Fund Grant Program, staff will continue to work with these groups to finalize the design and location. There will be no fiscal impact on the City as the entire project will be covered by the grant (\$2500) and outside donations. If the City is not awarded the grant, the project will not move forward. Grant applications are due at the end of February.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

America 250-ID Proclamation on January 20, 2026

**APPROVED OR DIRECTION GIVEN:**

N/A

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

No fiscal impact on the City. The project is to be fully funded by a \$2500 grant and outside donations. If the grant is not awarded, the project will not move forward.

**BUDGET CODE:**

TBD

**ATTACHMENTS:**

1. A250 Resolution
2. Monument Design-Outreach America 250-ID-PF
3. Outreach Overview POST FALLS AMERICA250
4. Grant Request Form



RESOLUTION NO. ----  
A RESOLUTION OF [INSERT COUNTY, CITY]

*A Resolution Supporting the America 250 In Idaho Commemoration and  
the United States Semiquincentennial.*

**WHEREAS**, the year 2026 marks the 250th anniversary of the signing of the Declaration of Independence; and

**WHEREAS**, Governor Brad Little proclaimed the establishment of the America250 in Idaho Commemoration in July 2024 to plan, encourage, develop, and coordinate the commemoration of this momentous occasion, and honor and recognize the contributions of Idaho's residents to the nation's past, present, and future; and

**WHEREAS**, it is fitting and desirable that we commemorate the birth of the nation with the support of partners and stakeholders across the Gem State, America250 in Idaho will advance the ideals of the American Revolution - equality, liberty, and justice – through meaningful community engagement and recognize, appreciate, and commemorate America's legacy; and

**WHEREAS**, Post Falls, founded in 1871 has contributed proudly and significantly to the history of our nation and our state for more than 155 years; and

**WHEREAS**, the Mayor and City Council thus encourage its citizens to create and participate in programs that will commemorate the history of our city, our state, and our nation; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Post Falls hereby endorses the America250 in Idaho Commemoration and its vision to celebrate American history and the invaluable contributions of Idahoans to our region, nation, and world.

**IT IS FURTHER RESOLVED** that:

1. The City of Post Falls commemorates the 250<sup>th</sup> anniversary of the establishment of the United States as an independent nation.

2. The City of Post Falls authorizes the placement of an America 250 in Idaho Historical Monument on City Hall grounds (exact location TBD), funded by the America 250 ID Celebration Fund Grant and local donors..
3. The City of Post Falls will officially recognize the 250<sup>th</sup> Anniversary of America with a Heritage Food Festival on May 30, 2026, organized by the Post Falls Chamber of Commerce and the Jacklin Arts and Cultural Center.
4. That a copy of this resolution be sent to the America250 in Idaho Advisory Council.

ADOPTED this 17th day of February, 2026.

ATTEST:

---

Randy Westlund

Mayor



**Preliminary Concept:** Working with Tumble Stone International, Hayden, ID

**Granite:** New Bench, sleeve, taller vertical granite with lettering

**Location:** City of Post Falls campus, corner of Frederick and 4<sup>th</sup> Avenue

**Cost: Estimate:** \$2,200 plus \$115 per square foot for engraved text message

**Grant:** City of Post Falls, exploring America250-ID grant for concrete slab and prep work

**Community outreach/support:** individual donations, outreach to Post Falls Rotary, Post Falls Lions, Post Falls Kiwanis, American Legion Post 143, Veterans of Foreign Wars, Post 6303, the Post Falls Senior Center, Garden Plaza, Post Falls High School Alumni, Pleasantview DAR and others!

Contact: Kim Brown, volunteer, [postfallshistoricalsociety@gmail.com](mailto:postfallshistoricalsociety@gmail.com)



## POST FALLS AMERICA250-PLANNING

Wednesday, February 4, 2026

Local planning is a part of Idaho State Planning: <https://America250.Idaho.gov>  
List organizational or community events at this site under "Events"

### EVENTS IN THE WORKS IN POST FALLS SO FAR.....

1. America250-ID "Proclamation" by Mayor of Post Falls, January 20, 2026
  - a. America250-ID ISHS Oral Video History collection by Post Falls Historical Society
  - b. Other events: Living History presentations TBA
2. **Planning: Monument Project to Replace Veteran Display on Spokane Street, inclusive of American heritage of veterans, families, history and events, 1776-2026.**
3. **Outreach to groups and organizations in Post Falls for support**
4. **Working with Kris Ammerman, City Park and Rec Director on location and grant funding for foundation preparation**
5. **Needed: Public Input, Support, Pooling Resources To Celebrate Past, Continue American Ideals into Future**

- May 15, 2026, Post Falls Museum opens during Preservation Month, May
- May 30, 2026, Heritage Food Festival, organized by the Post Falls Chamber of Commerce and the Jacklin Arts and Culture Center. Food connects! Past To Present.
- **Maybe: Unveiling a America250-ID Monument For Post Falls Commemoration**  
July, 2026

Post Falls Festival Days and Parade (City of Post Falls)

July, 2026

Post Falls Rotary's Prost-list event on America250-ID calendar

**CITY OF POST FALLS  
GRANT REQUEST APPROVAL FORM**

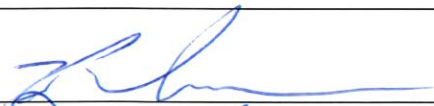

PLEASE COMPLETE THIS FORM TO HAVE YOUR GRANT REQUEST APPROVED.

**The form must be completed and returned prior to grant application.**

GRANT NAME America 250 in Idaho Celebration Fund  
BASIC DESCRIPTION Historic Monument to commemorate America's 250th Birthday  
STATE/FEDERAL? Federal # OF YEARS 1  
CITY FY? 2025/2026 \$ VALUE OF GRANT 2500  
MATCHING CITY \$ 0 IN-KIND CITY \$ 0

EXPLAIN THE PURPOSE OF THE GRANT AND HOW IT BENEFITS THE CITY. (DOES IT EFFECT YOUR DEPARTMENT'S LEVEL OF SERVICE?) The Parks and Recreation department is working with several community organizations to promote and celebrate America's 250th birthday. This effort involves community engagement and is an opportunity to celebrate our heritage as residents of Post Falls and America. It is in direct alignment with our mission of enriching lives by building community.

EXPLAIN ALL OBLIGATIONS/COMMITMENTS THE CITY HAS WITH ACCEPTING THIS GRANT. Upon final approval of design and location, the City will own and maintain the historical monument in perpetuity. There will be no upfront cost to the City as the grant and outside donations will cover the cost of design, construction, and installation.

DEPT SIGNATURE  DATE 2/4/2026  
FINANCE SIGNATURE  DATE 2/4/2026  
MAYOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

\*Please attach an executive summary of grant if available.

**CITY OF POST FALLS**  
**AGENDA REPORT**  
ADMINISTRATIVE / STAFF REPORTS  
**MEETING DATE: 2/17/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Shelly Enderud, City Administrator  
**SUBJECT:** Economic Development Policy Discussion

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**ITEM AND RECOMMENDED ACTION:**

Staff will provide an update on the current Economic Development Policy and take any feedback on future changes to the policy.

**DISCUSSION:**

Attached are the two Economic Development Policies adopted by the Council. These policies serve as a basis for staff to engage with potential projects looking to either locate or expand in the City.

Staff will provide an overview of the policies, their purpose, available business incentives and a list of prior projects.

During the discussion, staff will take input from Council on potential changes the Council would like to see in an updated Economic Development Policy.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

The original policy was adopted on April 17th, 2016. The second policy was adopted on December 7th, 2021.

**APPROVED OR DIRECTION GIVEN:**

Approved Policy as presented.

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

Current policy allows for the waiver of certain fees (building permit and plan view fees; planning and zoning permit fees).

**BUDGET CODE:**

N/A

**ATTACHMENTS:**

1. 2016-07 - 16-07 Economic Development Policy - 5{2}17{2}2016 (ID 157126)
2. 2021-16 - 21-16 Economic Development Project Submittal Policy
3. Incentives at a glance 2023-1
4. Idaho-Tax-Reimbursement2024
5. Economic Development Infographic-Northern Idaho
6. TRI Project Summary Pages
7. Economic Development Policy Discussion Presentation

RESOLUTION NO. 16-07

**RESOLUTION ADOPTING ECONOMIC DEVELOPMENT POLICY**

WHEREAS, The City of Post Falls desires to recruit and retain high quality businesses and jobs that promote a growing and vibrant economy for residents of the City; and

WHEREAS, The City desires to support grant opportunities available to new and expanding businesses in a systematic and fair way; and

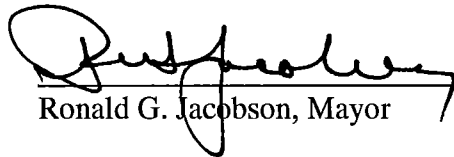
WHEREAS, The Mayor and City Council find it advisable to establish a policy guiding the City's efforts in recruiting and retaining businesses.

NOW THEREFORE, Be it resolved by the City Council of the City of Post Falls that the Economic Development Policy attached hereto as Exhibit "A" is adopted to guide the City's efforts in recruiting and retaining quality businesses and jobs to the City.

APPROVED by the City Council on this 17<sup>th</sup> day of April, 2016.



CITY OF POST FALLS

  
Ronald G. Jacobson, Mayor

ATTEST:

  
Shannon Howard, City Clerk

# CITY OF POST FALLS ECONOMIC DEVELOPMENT POLICY

Approved by Council on 5/12/16

## INTRODUCTION

The purpose of this document is to establish the official policy and procedures of the City of Post Falls regarding economic development incentives. This policy establishes the policy, procedures and requirements to govern the fair, effective and judicious use of these incentives by the City and its partners in order to help meet economic development goals. Economic development incentives are necessary because of the inherent competition between localities for new businesses and jobs and therefore shall be used prudently on projects where incentives can make a difference to either remain or locate in the City of Post Falls. The single most important objective is that incentives should be used to provide a community benefit and accomplish community goals – not just to win a deal. The intent of these guidelines is to complement any incentive program that may be adopted by the State of Idaho.

## PARTNERING AGENCIES

The City works in cooperation with the Post Falls Chamber, Jobs Plus, Post Falls Urban Renewal Agency, Panhandle Area Council, Kootenai County, surrounding communities and the State of Idaho to achieve the general objectives outlined in the section above. This enables the community to maximize its resources and to develop a consensus regarding the kind of economic development that best advances the interests of the entire community. All of the partners in this effort share a commitment to businesses demonstrating long-term commitment to the community.

## GENERAL OBJECTIVES

Various economic incentives are available under Idaho law to help municipalities achieve their public objectives. The following objectives provide a framework for consideration of economic development incentives that work together to ensure both sound investment and quality results. Incentives will be targeted toward businesses meeting the objectives defined below. While it is the new companies from out-of-state that typically generate the most publicity, it is the policy of the City and its partners to place a high priority on the retention and expansion of existing businesses.

It should be noted that the objectives are not stated in any order of priority. The City identifies five goals for economic development:

**Objective 1: Facilitate significant and comprehensive investment in new and/or expanded facilities that will grow the tax base and provide a strong commitment to the community.**

Investment provides increased assessed value for the tax base and preparation for the future. Determination of “significant and comprehensive investment” is subjective in nature and will be based on the actual amount of total investment and the investment amount in relation to existing improvements. The quality of improvements and how they add value will also be taken into consideration. Projects that have a small impact to the tax base, or that can be quickly abandoned, should be avoided with respect to economic development incentives.

Criteria:

- A. Investment in durable and efficient new facilities – in cases where the investment is within urbanized areas, such facilities should enhance the area and reduce potential blighting conditions, such as dilapidated structures.
- B. Investment in state-of-the-art technology – including machinery/equipment, communications, computers, and renewable technologies.
- C. Investment in research/development to provide for improvements to processes and service as well as responding to changes in the marketplace.
- D. Facilities that make the most of limited public resources and build on public investments already made.
- E. Options that provide connectivity for alternative travel modes – sited near existing transit and trail service to decrease dependency on the automobile, thus reducing traffic and encouraging walkability.
- F. Project character and design in keeping with surrounding architecture and designed on a human scale to increase social interaction, walking, and sense of community.
- G. Provides for connectivity of transportation and trail systems to surrounding areas.
- H. Within locations that provide for the extensions of utility infrastructure

**Objective 2: Facilitate retention of existing as well as creation of new high-quality jobs.**

Job retention/creation forms the basis for our local economy. Such jobs create new wealth that, in turn, buys local products/services, contributes to local causes, and helps stabilize and grow the population.

Criteria:

- A. Well-paid by local industry standards – including salary and benefits – using as a guide – above the current Kootenai County average wage.
- B. Creation of high skilled jobs (preferably in expanding industries) – with possible participation in local job-training programs.
- C. Potential for job enhancements through promotion and expanded responsibilities.
- D. Enhancement and expansion of the community’s workforce resources.

**Objective 3: Encourage diversification in economic development activities that “adds value” to the regional economy clusters and employment base.**

Diversity in economic activities that includes a broad range of industries and work skills throughout the region helps ensure a stable economy with less dependency on specific industries during the economic cycles. It is important to encourage the location and retention of businesses which are good “corporate citizens” that will also add to the quality of life in Post Falls through their leadership and support of local civic organizations.

Criteria:

- A. Positive and complementary impact to existing businesses and area business clusters – to a great extent there can be unanticipated benefits associated with related local business and services, as well as attraction of new industries.
- B. Opportunity to use area suppliers or industries – especially diversification in industrial product processing.
- C. Potential to attract similar new businesses or related industries from out-of-state or internationally.
- D. Provides a primary industry or business that adds “new” money to the economy.
  - a. Value Added: A business that produces goods and/or services that are sold predominantly outside of Kootenai County. Importing wealth into the community through value added businesses grows the local economy.
- E. Creates new suppliers for emerging markets.

**Objective 4: Provide a long-term community benefit in return for the City and its economic development partners’ investment.**

It is important that the City’s investment be returned to the community as a net benefit in the form of property tax revenues, enhanced quality of life, and growth in the local economy. These funds are necessary in order for the community to provide services and maintain a high level of quality of life that will attract and retain a qualified workforce. It should also be recognized that a return on the community’s investment may take some time to realize. However, the community should expect immediate benefits related to investment, payroll, work force development, and business community involvement.

Criteria:

- A. Projected impact to growth in local economy based on investment, increased property taxes, annual payroll, and use of local supplies/services.
- B. If requested by the City, a fiscal impact analysis (independently prepared under supervision of the City and paid for by the developer) evaluating the cost to provide City services compared to projected City revenues over a ten-year-period after projected completion.
- C. Identification of indirect benefits related to community quality of life, reversal of blighting conditions and/or brownfields.

**Objective 5: Demonstration that the proposal is responsible development that will comply with all applicable City development requirements and sustainable development principles.**

It is important that the City’s support/investment be used to further responsible development as reflected in the City’s comprehensive plan, strategic plan, development standards, housing objectives, and sustainable development principles. Clean industrial businesses and high technology and research based businesses are encouraged.

Criteria:

- A. Proposed development is consistent with the City’s comprehensive plan goals and objectives and with the City’s strategic plan goals and objectives.
- B. Proposed development meets City sustainable development expectations.
- C. Protection of land with respect to environmentally sensitive areas, watersheds, and agricultural land needed for a viable quality of life.
- D. Development includes a mix of uses that creates a vibrant community where places to work, shop, live, and play are integrated.

**General Policies for the Use of Incentives**

The following policies provide general guidance in considering use of incentives for economic development projects. It is recognized that each economic development project will have unique elements that should be considered with respect to the stated objectives and policies. It is recognized that each program will have its own unique elements and processing requirements established under the rules of that program.

**Policy 1:           The City shall review and consider economic development proposals in a consistent and responsive manner.**

One of the most important elements that a community can bring to an economic development program is to have a demonstrated reputation as a consistent and responsive partner. In many cases, staff will be working with proposals that are on a fast timeline. This requires all parties to be flexible and responsive. Staff will work with all partners and the business to provide information and guidance, subject to future City Council review and approval.

- A. City staff must conduct all initial discussions and review potential participation options within established laws and City objectives. Such initial discussions may, or may not, result in a later formal application to the City for such incentives.
- B. Each project should have unique elements so the eventual approval of a project is not intended to set a precedent for approval or denial of another project.

**Policy 2:           City shall provide for the protection and accountability of the public investment.**

City participation should be protected based on the business being held to accountability standards – including provisions in the event that the business does not fulfill commitments required to qualify for such public investment. Elements to provide such protection and accountability include:

- A. Work with Community Development staff on documents needed in regards to State programs. There is typically completion documentation or a Certificate of Completion that will be approved by City Council.
- B. Annual verifications with respect to meeting job commitments and/or other data required by the City or State for each of the individual incentives.
- C. Incentives will provided after all required proof has been submitted to the City and in case of incentives provided by the State, after the State has provided the incentive to the City.

It should be noted that the business will be responsible to comply with requirements and performance standards related to the individual program used to provide that incentive.

**Policy 3: City in-kind support/participation in the available incentive programs.**

The State of Idaho has various economic incentives that are available to businesses looking to expand and/or locate in the City of Post Falls. Following is a list of the more widely used programs that are available. It should be noted that the programs are not stated in any order of priority.

- A. Community Development Block Grants
  - a. Definition – This program enhances local infrastructure to create a better business environment for existing and potential businesses. Eligible entities include counties, cities with populations under 50,000, and service providers such as water and sewer districts and senior centers.
  - b. Eligibility Requirements – These grants are primarily used by the City as job creation grants and may be used to pay for public infrastructure.
  - c. City participation- The City must sponsor the grant. Please see City application for details on this grant.
- B. Opportunity Fund
  - a. Definition – Funding for infrastructure improvements to attract or accommodate a new commercial or industrial facility is available and allotted at the discretion of the Idaho Commerce director.
  - b. Eligibility Requirements – The Director of the Department of Commerce may, in his sole discretion, award to local governments for public costs incurred with the purpose to retain, expand or attract jobs to the State of Idaho.
  - c. City participation –The City must sponsor the grant and provide a meaningful community match. This grant is reimbursed incrementally to applicant based upon milestones in the application.
- C. Tax Reimbursement Incentive
  - a. Definition – A performance-based incentive, which features a tax credit of up to 30% for up to 15 years on new state tax revenues generated by companies seeking to expand in or relocate to the state of Idaho by adding new, qualifying jobs.
  - b. Eligibility Requirements – Set by State of Idaho.
  - c. City participation –Business works directly with the State of Idaho on this program. City will provide guidance and assistance as needed.
- D. Workforce Training Grants
  - a. Definition – Businesses can receive up to \$3,000 in cash reimbursements for the training of full-time, new employees or for helping retain employees facing permanent layoff.
  - b. Eligibility Requirements – Companies must create 20/50 new full-time jobs and pay equal to or greater than the average county wage, prove its stability and significant impact to the community and Idaho, and prove the incentive is a critical factor in its decision.
  - c. City participation - Business works directly with the State of Idaho on this program. City will provide guidance and assistance as needed.

- E. Urban Renewal
  - a. Definition – Municipal Corporation of the State of Idaho created by City of Post Falls Resolution 91-11 on May 7<sup>th</sup>, 1991.
  - b. Eligibility Requirements – Must form an Urban Renewal District and District Plan.
  - c. City participation - City must approve an Urban Renewal District. Will work in cooperation with the Urban Renewal Agency.
- F. Industrial Revenue Bonds
  - a. Definition – Industrial revenue bonds (IRBs) are a means of primarily financing the construction, enlargement, or equipping of manufacturing plants, and a limited number of nonmanufacturing facilities. These bonds are intended to serve as an incentive to businesses to undertake capital investment projects that will provide new jobs and an expanded tax base, both of which will enhance the economic well-being of the community and the state.
  - b. Eligibility Requirements – Set by the State of Idaho.
  - c. City participation - The City has created an Industrial Revenue Corporation to handle this incentive. Will need to approve the sale of the bonds.
- G. Property Taxes (County) – Idaho Statute Title 63
  - a. Definition – If your business invests \$3 million in new manufacturing facilities, you may qualify for a full or partial property tax exemption for up to five years.
  - b. Eligibility Requirements – \$3 million in new manufacturing facilities.
  - c. City participation –Support request at County level.
- H. In-kind City Staff time
  - a. Definition – City staff will assist with State incentive programs as appropriate. This assistance may be used as a city match when applying for specific incentives.
  - b. Eligibility Requirements – Must be eligible to receive incentives as described.
  - c. City participation –City will assist as approved by this policy or as approved by Mayor and Council.
- I. City Fees– The City may waive certain fees (building permit and plan review fees; planning and zoning permit fees) if requested by the applicant. The waived fees must serve as the local match for a State incentive program. The City will determine the amount of the eligible fees to waive based on this policy and the City’s budget needs. The City, in its discretion, may require that the fees eligible for waiver be paid during the normal development review process pending approval of the State incentives. Once the incentives are approved, the City will refund the eligible amount.
- J. Expedited Plan Reviews –If the applicant meets the eligibility guidelines for incentives, and the City is able to schedule such a request, the applicant may request an expedited plan review for the project.
- K. Other Idaho Business Incentives – including External Financing, Grants, Incentives, Workforce Development and Foreign Direct Investment.
  - a. <http://commerce.idaho.gov/incentives-and-financing/incentives>

**Application**

An application will be required to be considered for Economic Incentives.

**RESOLUTION NO. 21-16**

**Economic Development Project Submittal Policy Resolution**

**WHEREAS** the City of Post Falls receives multiple Requests for Information annually from business looking to relocate or expand their operations; and

**WHEREAS** the City desires to attract and retain successful business to the City who provide quality jobs; and

**WHEREAS** the City Council finds it desirable to have a policy to guide City staff when responding to Requests for Information from potential businesses.

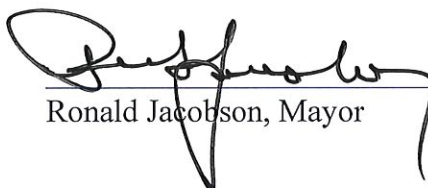
**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Post Falls that the Economic Development – Project Submittal Policy attached hereto as Exhibit “A” is adopted to guide decisions by the City in responding to Requests for Information from businesses considering relocating or expanding their operations within the City of Post Falls.

This Resolution, passed by a majority of the Post Falls City Council, is effective upon its passage until repealed by further resolution of the City Council.

APPROVED by the City Council on this 7<sup>th</sup> day of December 2021.



CITY OF POST FALLS

  
Ronald Jacobson, Mayor

ATTEST:



Shannon Howard, City Clerk

Upon a motion made by a council member, seconded by a council member, the following vote was recorded:

**AYES:** 11  
**NAYES:** none  
**ABSENT:** none

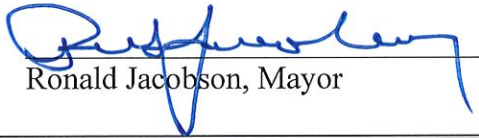


**ADMINISTRATIVE POLICY 2021-16**

<b>Source Department:</b> Administration	<b>Policy Title:</b> Economic Development – Project Submittal Policy
<b>Subject/Description:</b> Evaluation of	<b>Replaces Policy:</b> N/A
<b>Requires Council Approval:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, Council Meeting Date Approved:</b> December 7 <sup>th</sup> , 2021

**DATE ISSUED:** December 7<sup>th</sup>, 2021

**DATE EFFECTIVE:** December 7<sup>th</sup>, 2021

**APPROVED BY:**   
Ronald Jacobson, Mayor

**SECTION 1. POLICY PURPOSE**

The City of Post Falls, both individually and through CDA Economic Development Corporation and Idaho Department of Commerce, receives Requests for Information (RFI) for projects or businesses looking to locate and/or expand in the City of Post Falls. This policy outlines the issues to be analyzed when evaluating such requests as well as the process for responding to such requests.

**SECTION 2. SCOPE**

This policy applies to all responses to Requests for Information, regardless of the source or form of the request, from businesses or projects seeking to locate and/or expand in the City of Post Falls.

**SECTION 3. POLICY STATEMENT**

Benefits to the region from businesses locating in the City are primarily property tax receipts, new jobs created, and sales revenue to the region. When reviewing RFIs, some businesses have significant needs or impacts that potentially outweigh the benefits of the business to the City and the community. These impacts must be evaluated when considering whether to respond to an RFI.

City staff will evaluate each of the public service considerations listed in Section 4 of this policy, among others, when evaluating an RFI and will recommend one of the following responses to the RFI:

1. Support.
2. Support with Mitigation (The business would need to mitigate increased costs created by the business locating in the city).
3. Do Not Support.

## **SECTION 4. EVALUATION CRITERIA**

### **Traffic / Transportation:**

The City maintains a Transportation Master Plan (TMP) to plan for future traffic improvements. The TMP is prepared in coordination with the regional transportation planning efforts of the Kootenai Metropolitan Planning Organization and identifies capital transportation projects and planning considerations for a projected 20-year horizon.

The traffic improvements identified in the TMP are planned for short, medium, and long-term needs over that 20 years. Accelerated growth or varying land uses in specific areas can impact or modify timing or scope of projects within the TMP. Any modifications resulting from a specific request for Information (RFI) are taken into consideration regarding the need, timing, phasing, and funding of specific improvements.

Individual developments may be required to complete a traffic impact analysis based upon City staff's review of the TMP as well as the current condition of the adjacent transportation system, surrounding growth patterns, and safety. Additionally, specific site access locations must comply with the City's access control policies.

Developments are required to dedicate rights of way and easements and to complete roadway frontage improvements to City development design standards to conform with the specific street or roadway classification.

To assist the City with reviews of RFI's, the proposed development should provide projected employees, truck and delivery traffic and other associated transportation volumes and needs, along with specific desired access locations for the site under consideration.

### **Wastewater Treatment Considerations:**

As the City's wastewater system grows, it will become incrementally more expensive to add additional capacity (the cost per gallon is increased).

One of the main drivers of this cost is disposing of treated wastewater effluent. Currently, the adopted master plan calls for land application of treated effluent once the loading limits in the City's wastewater discharge permit for discharging phosphorus to the Spokane River is reached. There is a limited supply of land available for land application within a reasonable radius of the Water Reclamation Facility. The facility plan identifies a need for 291 acres per million gallons

per day of recycled water. Adding users who discharge substantially greater flows than planned for will require acquiring and developing additional recycled water land application acres. If a significant number of these projects occur, the City may not be able to secure sufficient land application property to both serve the projects while accommodating growth elsewhere.

When looking at wastewater treatment flows, the City evaluates both average daily flow and peak flows from the potential business.

There are two problematic scenarios that may happen when a potential business proposes to discharge large flows to the sanitary sewer. First, large flows of average wastewater strength may require capacity upgrades to be built sooner than planned and trigger the need for the more expensive treatment and/or construction of water reuse projects earlier. The second scenario involves a facility that produces large flows of wastewater with dilute nutrients (specifically CBOD). Dilute flows prevent effective biological treatment and may require capacity upgrades to manage the increase in flows.

After evaluating treatment capacity, the City evaluates issues like what potential contaminants may be present in the wastewater, whether pretreatment will be necessary, and options for on-site treatment. The contents of the wastewater may substantially increase treatment costs, either because the facility is not designed to remove them or because the wastewater is too dilute.

The City's Water Reclamation Facility currently has 4.0 million gallons per day total capacity and an additional 1 million gallon capacity is under construction with the tertiary treatment project.

The City's wastewater contract with the City of Rathdrum requires advance discussion between the cities for a capacity allocation beyond 80% of the existing plant capacity. Each City is responsible for capacity assurances made by its own officials. The City cannot commit its full capacity to a business if requested.

### **Wastewater Collections:**

The Wastewater Collections Master Plan has been developed with certain assumptions regarding flow volumes and growth rates in the various sewer collection basins. If the wastewater collection infrastructure to serve the proposed business remains to be constructed, consideration will be given to the planned timing and funding of the necessary infrastructure. If the flows from the proposed business exceed the planned flows in the Wastewater Collections Master Plan for that portion of the system, consideration will be given to the scale of improvements which would be necessary to serve the business and the likely funding scenarios and timing of the resulting upgrades.

Potential wastewater parameters should also be evaluated against discharge prohibitions intended to safeguard the collections system and its operations personnel.

**Water Considerations:**

As the City's water system grows, additional water rights must be secured, wells must be drilled, and storage must be provided for both peak demand times and for fire protection. While the City expects to accommodate future additions to the systems, specific users with disproportionately high-water usage per acre have not been factored into master planning efforts as this would require significantly oversized distribution piping. As such, high volume water users may need to partner with the City to provide water rights and/or new wells.

Additional coordination is required for projects which would be served by a regional water district rather than the City.

**Environmental Considerations:**

The City will also evaluate if the proposed business creates adverse impacts on the environment including, but not limited to, air pollution, potential impacts to the Rathdrum Prairie aquifer, and pollution contained in wastewater. Additionally, the City will consider potential negative impacts to the health and safety of residents from odor, noise, or light created by proposed business. If the proposed business is likely to produce significant adverse environmental impacts or impacts that can't be mitigated, a "Do Not Support" recommendation will be given.

**Timing Considerations:**

The City will evaluate any timing constraints noted within the RFI, especially as they pertain to installation of infrastructure. Projects requiring timelines which cannot be met will receive a "Do Not Support" recommendation. For those which may be achievable, clarification will be requested prior to developing a submittal.

**Specific Sites:**

If a specific site is being considered, the city will evaluate whether the necessary infrastructure can be installed for that location. In the event significant modification of existing systems would be necessary, the project will receive a "Do Not Support" recommendation for that specific site. An example of this would be a proposal to locate a high-flow wastewater facility in a location which required upgrades to pipelines in multiple sewer basins, beyond flows anticipated by master planning efforts.

**Wages Considerations:**

One of the City's economic development goals is to bring high paying jobs to the community. As such, the City will evaluate the wages paid by the proposed business. Wages will be compared to the average wage for Kootenai County. Any company paying less than the average wage will require additional review and consideration of other benefits prior to submitting for the RFI.

**Planning Costs / Studies:**

In the event planning documents, studies, or other efforts are necessary to accommodate the development, those costs will, by default, be the responsibility of the developer, which will be noted in the RFI.

**SECTION 5. PROCESS FOR RESPONDING TO A REQUEST FOR INFORMATION**

The City Administrator will review the evaluation of the RFI prepared by the appropriate City departments and, in consultation with the Mayor, determine whether to respond to an RFI based on the considerations listed in this policy.

Generally, if the evaluation for each category is either “Support” or “Support with Mitigation”, a response to the RFI will be prepared. If mitigation is recommended, a statement to that effect will be included with the response.

If a “Do Not Support” recommendation is made, or if the RFI has indicated that the potential business is unwilling to mitigate impacts to the community, the City will not submit a response to the RFI.



# Idaho Incentives at a Glance

Idaho's vibrant population, pro-business culture, unmatched quality of life and conservative approach to governing — both from a regulatory and budget standpoint — create an environment for businesses and employees to thrive.

Recently, Idaho lowered corporate and top personal income tax rates to 5.3%, making Idaho even more competitive for both existing businesses and attracting new businesses to the state.

## ALL BUSINESSES ARE ELIGIBLE FOR:

- 3% investment tax credit on all new tangible personal property (machinery and equipment).
- Personal property tax exemption on the first \$250,000 of personal property, such as equipment and furnishings.
- 5% tax credit on qualified research expenses.
- Idaho's electricity companies offer energy conservation rebates through efficient energy use up to \$100,000 per year, per site. For more information contact your local provider.

## IDAHO BUSINESS ADVANTAGE

Businesses that invest at least \$500,000 in new facilities and create at least 10 new jobs paying \$40,000 annually plus benefits, with additional jobs paying an average of \$15.50 per hour during project period, may qualify for:

- An enhanced investment tax credit on tangible personal property of 3.75%.
- A new jobs tax credit from \$1,500-\$3,000 for new jobs paying \$24.04 per hour or more.
- A 2.5% investment tax credit on real property.
- A 25% rebate on sales tax paid during the project period.
- Upon request of the business, the local county commissioners may also authorize a partial or full property tax exemption for up to 5 years.

## TAX REIMBURSEMENT INCENTIVE (TRI)

If your business is adding or bringing high-paying jobs to Idaho, you may be eligible for the Idaho Tax Reimbursement Incentive.

To qualify, a company must create 20 new jobs in rural communities (population of 25,000 or less) or 50 in urban areas. These jobs must be at or above the average county wage.

This post-performance incentive awards a maximum credit of 30% on income, payroll withholdings and sales taxes for up to 15 years.



## 100% SALES TAX EXEMPTION

**Production Sales Tax Exemption** - Tax exemption on equipment and raw materials used directly in manufacturing, processing, mining, fabrication or logging operations; for clean rooms and semiconductor equipment manufacturing; and for equipment or material used in research activities. Processing materials, substances, or commodities for use as fuel for the production of energy are also exempt.

**Utility and Industrial Fuels Sales Tax Exemption** - Tax exemption on utilities and industrial fuels such as power, water, natural gas and telephone.

## IDAHO SEMICONDUCTORS FOR AMERICA ACT

The Idaho Semiconductors for America Act, provides qualifying Idaho semiconductor companies with a sales and use tax exemption on the purchase of qualifying construction and building materials. To be eligible, companies must qualify for the U.S. CHIPS and Science Act of 2022.

## DATA CENTER SALES TAX EXEMPTION

New data centers choosing to locate in Idaho will be eligible for sales tax exemption on server equipment as well as construction materials used in the construction of the data center facility.

## WORKFORCE DEVELOPMENT TRAINING FUND PROGRAMS

The Idaho Workforce Development Council awards grants to reimburse approved training costs to eligible applicants creating jobs in Idaho. Learn more at [wdc.idaho.gov](http://wdc.idaho.gov).

## COLLEGE SAVINGS

### PROGRAM EMPLOYER TAX CREDIT

Employers are eligible to receive a 20% tax credit for contributions made to an employee's IDEal college savings account. The tax credit is capped at \$500 per employee, per taxable year.

## STEP GRANT EXPORT PROMOTIONS

The State Trade Expansion Program (STEP) Grant supports Idaho businesses looking to expand into international markets through exports. Companies can use funding for trade missions, foreign sales trips, international trade shows and many other activities.

## ECONOMIC DEVELOPMENT GRANTS

Idaho Commerce offers the Idaho Gem Grant, Community Development Block Grant (CDBG) and the Rural Community Investment Fund (RCIF) for qualifying cities, counties, and tribes to improve public infrastructure that will allow a business to expand and subsequently create new jobs.

## IDAHO BROADBAND GRANT PROGRAM

The Idaho Office of Broadband manages several grant programs to expand broadband access and connectivity across Idaho.

## CAP ON PROPERTY TAX

Businesses that invest a minimum of \$1 billion in capital improvements, in a county, may be eligible to receive a county property tax exemption on all property in excess of \$400 million in value per year.

## CAPITAL INVESTMENT PROPERTY TAX EXEMPTION

Businesses considering new, non-retail facilities may be eligible to receive a partial or full property tax exemption from local county commissioners. Please contact local county officials for more information regarding this property tax exemption.

## OPPORTUNITY FUND

The opportunity fund is a deal closing fund for qualifying projects.

## PRIVATE ACTIVITY BOND

Private activity bonds or PAB's are tax-free bonds to finance manufacturing, processing, production and assembly.

Updated: 3/6/2025





# Idaho Tax Reimbursement Incentive (TRI)

## OVERVIEW

**An investment in Idaho pays off.**

If your business is adding or bringing high-paying jobs to Idaho, you may be eligible for the Idaho Tax Reimbursement Incentive. This post-performance incentive can make your decision to expand or relocate even easier. The incentive creates a maximum credit of 30% on income, payroll and sales taxes for up to 15 years.

## TO QUALIFY

A company must complete an in-depth application and meet the following requirements to qualify for the TRI:



New jobs must be **full-time** (30 hours or more) and pay an average wage per week **equal to or greater than the average county wage.**



Demonstrate a **meaningful community match.**



Prove that the incentive is a critical factor in the company's decision to **expand in Idaho.**



Provide **significant economic impact** to the community and Idaho.



Create **20 new jobs in rural communities** (population of 25,000 or less) or **50 in urban areas.**

## SCORING AND EVALUATION

Once a project is determined to meet the minimum qualifications of the TRI program, an economic impact analysis and scoring process begins based on a fixed mathematical formula to ensure each project is treated equitably. The initial project evaluation focuses on the following five criteria:



Quality of Jobs



Quantity of Jobs



Impact on Local Economy



Impact on State Economy



Impact on Industry



## ATTRIBUTES OF A BASELINE PROJECT

- Jobs created are at or near minimum require
- Wages at or near average county wage
- Minimal economic impact to community, region and state
- Company exhibits weak financial strength
- Little proof that incentive is crucial to decision

## ATTRIBUTES OF A HIGH-QUALITY PROJECT

- Jobs created are well above minimum requirements
- Wages are well above average county wage
- Substantial economic impact to community, region and state
- Company exhibits long-term capital investment
- Significant proof the incentive is crucial to decision



### Pre-Application

The pre-application can be completed by the company or local economic development organization and is a fast-track process to receive an initial incentive estimate.

Documents needed:

- High-level overview of project
- Summary of estimated new jobs
- Letter of community support
- Statement of criticality

### Award Estimate Letter

Applicants will receive a letter from Idaho Commerce with an initial, non-binding estimate of the percentage and term of incentive.

### Full Application

The application must be completed by the company to provide information for Idaho Commerce's economic analysis.

Documents needed:

- In-depth overview of company, project and jobs
- Proof of community contribution
- Affidavit of criticality
- Financial information
- Hiring and salary projections
- Proposed performance measures

### Economic Advisory Council Review

Proposals accepted by the Idaho Commerce director require final review and approval by the Economic Advisory Council. Upon approval, a formal agreement can be established.

Updated: 9/30/2025



# THE NORTHERN IDAHO ECONOMIC DEVELOPMENT EFFECT



**\$14.8 BILLION**  
Regional GRP

**115,250** Total Estimated  
2024 Employment

## Top Regional Industries

  
Computer Programming

  
Engineering Services

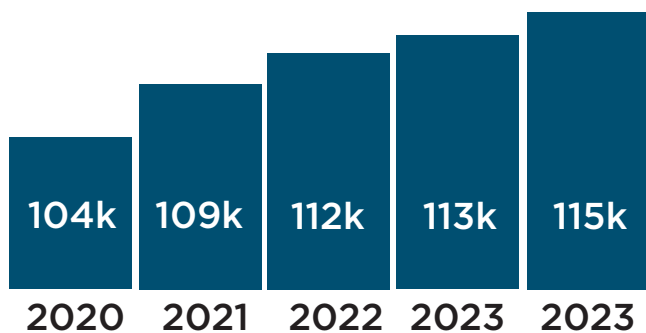
  
Accommodation and Food Services

  
Transportation Equipment Manufacturing

  
Support Activities for Mining

  
Wood Product Manufacturing

## 5-Year Historic Job Growth



**5%** 10-Year Forecasted Job Growth

**\$62,100** Average Wage

*Economic Modeling Specialist International (EMSI), 2024 Q4;  
Data from US Bureau of Economic Analysis and US Department of Labor Statistics*  
**Learn more at [commerce.idaho.gov](https://commerce.idaho.gov)**


# WHAT IS THE IDAHO TAX REIMBURSEMENT INCENTIVE?


The Idaho Tax Reimbursement Incentive (TRI) is a post-performance tool that enables qualifying companies to receive a refundable tax credit of up to 30% of a company's state income, payroll and sales taxes for up to 15 years.


The incentive is available to any company, in any industry. Most importantly, it is available to both existing Idaho businesses looking to expand and businesses new to Idaho.


## TO QUALIFY


A company must complete an in-depth application and meet the following requirements for TRI:

- 

New jobs must be **full-time** (30 hours or more) and pay an average wage **equal to or greater than the average county wage**.
- 

Demonstrate a **meaningful community match**.
- 

Prove that the incentive is a critical factor in the company's decision to **expand in Idaho**.
- 

Provide **significant economic impact** for the community and Idaho.
- 

Create **20 new jobs in rural communities** (population of 25,000 or less) or **50 in urban areas**.

## SCORING AND EVALUATION

Idaho Commerce is responsible for the evaluation of TRI applications and has carefully designed controls to ensure the process is fair and applied consistently across all projects. Once a project is determined to meet the minimum qualifications of the TRI program, an economic impact analysis and scoring process begins. Scoring is based on a fixed mathematical formula to ensure each project is treated equitably. The initial project evaluation focuses on the following five criteria:

- 

Quality of Jobs
- 

Quantity of Jobs
- 

Impact on Local Economy
- 

Impact on State Economy
- 

Impact on Industry

The project's initial score is then presented to an internal multi-disciplinary panel consisting of Idaho Commerce personnel who are not involved in the project. The panel reviews discretionary attributes unique to each project, which lends alternate perspectives that may positively or negatively impact the project score.

Scenarios that may result in positive discretionary points include a new company expanding in a community following the loss of a major employer, a strategic addition in a key industry sector or a significant capital investment that would create new infrastructure that could benefit other employers in the community.



PHOTO COURTESY: AZEK

## TRI SUMMARY TO DATE\*



### TRI PROGRAM PROJECTED SUMMARY FY2015-FY2024

Approved Projects: **96**  
 Average Offer Percentage: **22%**  
 Average Offer Term: **10 Years**  
 Approved Project Jobs: **18,092**  
 Project Average Annual Wage: **\$54,882**  
 Estimated Full-Term Direct State Tax Revenue:  
**\$1,327,486,098**  
 Total Estimated Incentive Value to Business:  
**\$367,073,817**  
 Gross Return on Reimbursement (ROI): **\$7.25: \$1\*\***  
 Total Capital Investment: **\$19.7 billion**

#### RURAL/URBAN STATUS

RURAL  
PROJECTS

**51**

URBAN  
PROJECTS

**45**

#### EXISTING/NEW STATUS

EXISTING COMPANY  
PROJECTS

**47**

NEW COMPANY  
PROJECTS

**49**

### INDUSTRIES REPRESENTED



Advanced  
Manufacturing: **33**



Aerospace: **5**



Food Production: **23**



Corporate Office &  
Shared Services: **11**



Software and  
Technology: **8**



Travel &  
Tourism: **2**



Education  
Services: **1**



Warehouse &  
Distribution: **7**



Transportation: **1**



Chemical  
Processing: **2**



Forging &  
Stamping: **1**



Mining: **1**



Retail: **1**

#### REGIONS

REGION 1	<b>16</b>
REGION 2	<b>3</b>
REGION 3	<b>44</b>
REGION 4	<b>18</b>
REGION 5	<b>6</b>
REGION 6	<b>1</b>
REGION 7	<b>8</b>
<b>TOTAL</b>	<b>96</b>

\*OVER TRI TERM

\*\* ROI IS CALCULATED USING TOTAL ESTIMATED TAX RETURNS TO THE STATE,  
COMBINING DIRECT, INDIRECT AND INDUCED ESTIMATED TAX IMPACTS.

**TOTAL: 96**



# ECONOMIC ADVISORY COUNCIL

The Economic Advisory Council's (EAC) mission is to advise the Governor and Idaho Commerce on goals and objectives that further economic development within Idaho. The council consists of eight members, appointed by the Governor, with one member appointed from each of the state's seven economic development regions and one member appointed at-large.

Members serve three-year terms and can be reappointed. The council provides Tax Reimbursement Incentive (TRI) recommendations to the Idaho Commerce Director and the Governor on applications for Community Development Block Grants (CDBG) and the Rural Community Investment Fund (RCIF). In addition, council members advise their regions on economic development opportunities and represent their regional interests to state government.

# MEMBERS\*

**JEREMY GRIMM - (VICE CHAIR)** REGION I, OWNER, WHISKEY ROCK PLANNING

**PAUL KIMMEL (CHAIR)** - REGION II, REGIONAL BUSINESS MANAGER, AVISTA CORPORATION

**BRIAN WONDERLICH** - REGION III, GENERAL COUNSEL, BLUE CROSS OF IDAHO

**RANDY BAUSHER** - REGION IV, OWNER, B&H FARMS

**FRED TITENSOR** - REGION V, PRESIDENT, VALLEY IMPLEMENT COMPANY

**JOHN RADFORD** - REGION VI, CITY COUNCIL, IDAHO FALLS

**TOM BECKWITH** - REGION VII, FRANK CHURCH INSTITUTE

**EVE KNUDTSSEN** - AT LARGE, PRESIDENT, KNUDTSSEN CHEVROLET

*\*MEMBERSHIP AS OF 12/13/2024*

## TRI SUCCESS STORIES

### EXYTE ANNOUNCES NEW ENGINEERING OFFICE IN THE TREASURE VALLEY

This fiscal year, Exyte, a global leader in the design, engineering and delivery of ultra-clean and sustainable facilities for high-tech industries like semiconductors, data centers, biotech and pharmaceuticals, announced it will open a new engineering office in Boise.

Exyte has established new roots with a corporate office in Boise. This office will serve as an engineering

and design hub, focused on semiconductor projects across the U.S.

Exyte already employs around 280 people in Boise and expects to increase jobs in the Treasure Valley area by over 550 as a result of these projects.

According to Jared Guidry, U.S. Director of Finance at Exyte, Idaho's strong support of the semiconductor industry was a key reason for their decision to open in Idaho.

**"Idaho is a leading state in the development of semiconductor manufacturing, and Exyte was attracted to the pro-business environment and technological innovation taking place in the state," Guidry said. "The decision to locate our Exyte regional office to Boise was an attractive choice because Exyte has many long-standing customers and suppliers located in the Treasure Valley. Our 2021 acquisition, Diversified Fluid Solutions, was already headquartered in Boise and the Idaho Tax Reimbursement Incentive further supported the decision."**

Exyte was approved for a TRI award this fiscal year.

**"Our business has grown substantially since our entrance into the state," Guidry said. "We have**



PHOTO COURTESY: EXYTE

developed strong relationships with businesses within the community and the excellent universities in the state to attract partners to work with Exyte and to bring top talent to our organization. The entire process of working with Idaho Commerce was a collaborative and mutually beneficial undertaking. Idaho Commerce worked with us every step of the way in developing an incentive package that made our entrance into the state a smooth and supported move.”

PHOTO COURTESY: DOT FOODS



DOT FOODS RECENTLY ANNOUNCED ITS NEW EXPANSION.

## DOT FOODS ANNOUNCES \$22 MILLION EXPANSION IN BURLEY

In March 2024 Dot Foods, Inc., the largest food industry redistributor in North America, announced its plans to make a \$22 million investment at its Burley distribution center, which originally opened in 2008 and employs more than 375 people.

The expansion includes the construction of an additional 66,800 square-feet of warehouse space to support the company’s growth. The expansion will provide additional dry, frozen and refrigerated warehouse storage space and the creation of 80 new jobs over five years. Construction is expected to conclude in 2025 and will assist the company in moving an additional 80 million pounds of product through the Burley facility each year.

According to Dan Caldwell, General Manager of the Dot Foods Idaho facility, the community and Burley’s exceptional talent pool were among the top reasons the company decided to expand in Idaho.

**“Doing business in Idaho has had a major impact on our success as a company,” Caldwell said. “Our Burley location perfectly complements our other**

PHOTO COURTESY: THE STOW COMPANY



THE STOW COMPANY CHOSE IDAHO AS THE LOCATION FOR ITS EXPANSION.

**West Coast distribution centers. We have found and recruited great leaders from Idaho. We knew we liked what we saw in the area when we did our initial planning for this location, and it is been incredible to experience how talented and hardworking the people are in south central Idaho.”**

Dot Foods was approved for a TRI award by EAC in January 2024.

## THE STOW COMPANY CHOOSES NAMPA FOR ITS NEW FACILITY

The Stow Company specializes in providing intelligent storage solutions such as closet organizers, garage storage systems, pantry organizers, wall beds, laundry cabinets and much more. The company announced plans to expand to the West, building a 550,000 square-foot state-of-the-art manufacturing facility in Nampa, Idaho.

The new facility will allow the company to serve its customers better and is expected to create about 236 new jobs with a capital expenditure of over \$140 million. Brian Schroeder, Plant Director in Nampa, said Idaho’s pro-business record and labor availability helped the company decide on Nampa.

**“The ability to service our customers better and the additional manufacturing capacity that was needed are some of the bigger impacts for us with our Idaho operations,” Schroeder said. “The Tax Reimbursement Incentive (TRI) was one of the important incentive programs that were offered that aided in our decision to locate here in Idaho. Combined with the other incentives, it provided an enticing package for us.”**

The Stow Company was approved for a TRI award by EAC in March 2021.

# ACTUAL TRI IMPACT TO DATE



Actual TRI Credits Requested in CY2024: **\$4,531,497**  
 Actual TRI Credits Issued in CY2024: **\$4,628,604**  
 Actual Credits Issued to Date: **\$16,503,909**  
 Companies Issued Credits to Date: **35**

Total Companies Requesting Incentive: **19**  
 Jobs Forecasted to Date: **8,894**  
 Actual Jobs Created to Date: **6,417**  
 Actual Average Wage: **\$58,279**

## TRI PROJECTS JOB CREATION TO DATE



The following 50 companies, of the 96 approved projects, have created jobs prior to December 9, 2024 since the program's inception.

COMPANY	LOCATION	TRI %	TRI TERM (YRS)	PROJECTED JOBS	JOBS CREATED
Albertsons	Boise	30	15	300	348
AMFEC	Nampa	21	9	89	139
Amy's Kitchen Inc	Pocatello	26	15	1,000	968
Artisan Labs	Twin Falls County	20	10	170	26
Aspen Skiing*	Ketchum	16	3	57	33
ATC Manufacturing*	Post Falls	20	8	225	59
Autovol	Nampa	24	12	349	206
AZEK	Boise	21	10	146	81
Biomedical Innovations	Sandpoint	18	9	33	16
Capitol Distributing	Caldwell	24	12	265	168
Clearwater Analytics	Ada County	30	15	500	41
Critical Power Products & Services	Post Falls	14	7	23	23
CXT Inc.	Emmett	21	9	85	76
Dow Chemical Company	Burley	24	9	21	32
Fabri-Kal	Burley	22	9	150	94
Gayle Manufacturing Company*	Caldwell	20	6	105	53
Glanbia Foods	Gooding	23	10	43	52
GoGo SqueeZ	Nampa	30	15	150	106
Guidant Financial	Boise Valley	20	10	102	35
Hearthside Food Solutions	Boise	25	10	80	181
Heartland RV	Nampa	20	10	275	255
Helix Poly/Novolex	Jerome	21	15	45	43
ICOM	Meridian	21	10	90	80

## TRI PROJECTS JOB CREATION TO DATE (CONTINUED)

COMPANY	LOCATION	TRI %	TRI TERM (YRS)	PROJECTED JOBS	JOBS CREATED
Idaho Milk Products	Jerome	22	9	27	153
Intrinsic Organics	Weiser	18	6	52	31
Jayco	Twin Falls	24	12	360	270
JST Manufacturing	Meridian	16	8	50	85
Kochava*	Sandpoint	28	10	208	82
Lactalis	Nampa	17	8	75	117
Lamb Weston	Power County	30	15	180	278
Lightcast	Moscow	30	15	527	111
McCain Foods	Burley	30	15	186	193
MetalQuest	Kootenai County	17	9	25	17
NewCold	Burley	25	12	68	89
Orgill Inc.	Post Falls	26	10	138	172
Paylocity	Boise	28	15	551	406
PetIQ	Eagle	28	14	171	120
Production Technologies Inc	Preston	13	7	93	47
Seeler Industries	Kuna	16	8	35	122
Skywest Airlines	Boise	25	12	100	50
True West Beef	Jerome County	28	14	520	47
The Revelry Group	Ketchum	18	9	29	386
Unitech Composites*	Hayden	20	8	134	102
Verified First	Meridian	17	8	72	28
Vista Outdoor	Lewiston	28	14	137	137
Wilbur-Ellis	Buhl	20	10	97	89
Wild Rye	Blaine	16	8	28	88
Wildwood Grilling*	Sandpoint	14	7	21	40
Woodgrain Millwork	Fruitland/Emmett	22	10	91	292
ZoRoCo Packaging	Greenleaf	18	8	50	64

\*TRI Term Completed

Note: For the remaining 46 projects, as of December 9, 2024, 25 projects are active and reporting but have not created jobs yet, and 21 projects are closed and received no TRI benefits.



# **City of Post Falls Economic Development Policy**

Shelly Enderud, City Administrator  
February 17, 2025

# Economic Development Policy

- Background
- Purpose
- Partnering Agencies
- ED Incentive Types
- TRI Requirements
- Project List
- City Meaningful Match Considerations

# Economic Development Policy Background

- State of Idaho Introduced Tax Reimbursement Incentive
  - July 2014
- Economic Development Policy
  - Adopted April 2016
- Economic Development Project Submittal Policy
  - Adopted December 2021

# Economic Development Policy Purpose

- Establishes Official Policy For ED Incentives
- Ensures Fair, Effective & Responsible Use of Incentives
- Focus on Long-term Community Benefits
- Supports Recruitment, Retention & Expansion of Businesses
- Encourage High-Quality Job Creation
- Promote Diversification of Local Economy
- Ensure Responsible & Sustainable Development
- Ensure Infrastructure Readiness
- Grow & Protect Tax Base

# Partnering Agencies

- State of Idaho (Department of Commerce)
- Post Falls Urban Renewal
- CDA EDC/Jobs Plus
- Panhandle Area Council (PAC)
- Post Falls Chamber & Business Community
- Kootenai County & Local Cities
- Supporting Agencies – Avista, KEC, NIC, KTEC, etc.

# Types of City Incentives Available

- Urban Renewal Districts
- Industrial Revenue Bonds
- C-PACE
- Opportunity Zone
- C-PACE
- Ability to apply for Federal & State Grants
- In-Kind Staff Assistance
- Fee Waivers and Expedited Reviews

# Types of Idaho State Incentives Available

- Tax Reimbursement Incentives
- Business Advantage
- Workforce Training Grants
- Opportunity Fund
- Community Development Block Grants
- Broadband Grants
- Property Tax Exemptions (County Level)

# Tax Reimbursement Incentive Requirements

- Create 50 Full-time Jobs
  - Meet or Exceed the Average County Wage
- Demonstrate Meaningful Community Match
  - From County or City
- Incentive Critical to Decision to Expand in Idaho
- Prove Significant Economic Impact
  - Both to Community and Idaho

# Economic Development TRI Business Examples

- Successful Projects
  - 2014 - ATC Manufacturing
  - 2016 – Orgill
  - 2020 – Project Print
- Unsuccessful/Held Projects
  - 2014 - Project Atlas, Project Canary, Project TAP
  - 2015 – JP Project Industries
  - 2016 – Project Foxtrot
  - 2017 – Project River
  - 2019 – Project Drive
  - 2020 – Project Feather, Project Emerald

# City Meaningful Community Match

- Urban Renewal Infrastructure
- Waiver of Fees
  - Only building permit, plan review, planning & zoning permit
  - No impact fees, or capitalization fees
- In-kind Staff Time
- Expedited Plan Reviews
- Industrial Revenue Bond Financing
- C-PACE Financing

# Economic Development Key Takeaways

- Economic Development is Strategic and Selective
  - Stakeholders work together strategically
- Community Benefit and Sustainability are Priorities
- Policy Should Ensure Infrastructure Readiness
- Incentives are a Tool – Not Guarantees
- Policy Should Provide a Clear Process for Evaluating Proposals
  - Outline authorities
  - Outline reporting methodologies

# Economic Develop Policy Next Steps

- Staff Use Council Feedback
- Staff Update Current Policies to Reflect Current Regulations and Environment
  - Involve stakeholders in this process
- Staff Present Council with Updated Policy for Discussion
- Council Adopt Final Policy

**Questions?**

