Moscow City Council

Regular Meeting
~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, March 1, 2021 **7:00 PM** **Council Chambers**
206 E. Third St.

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting, Due to the rise in COVID-19 cases in the area, the meeting is open to the public, but is subject to social distancing protocols and masks will be required of attendees. If you do not have a mask, a disposable mask will be provided. The number of attendees at any one time is limited to no more than 14 due to social distancing requirements in Stage 3 of the Idaho Rebounds Plan and the City of Moscow Public Health Emergency Order. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item; therefore, the Mayor may exercise discretion in deciding when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business on the agenda are encouraged to communicate with the Mayor and City Council by phone or email (council@ci.moscow.id.us) in order to respect social distancing protocol. Please note that Moscow City Council meetings are televised, videotaped and/or recorded. Meetings are streamed on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

PLEDGE OF ALLEGIANCE

PROCLAMATION - TEXT

CONSENT AGENDA

1. **All Consent Items (ACTION ITEM)**

   A. Approval of Moscow City Council February 15, 2021 Minutes - Laurie M. Hopkins

   Minutes presented for approval.

   ACTION: Approve minutes as presented.

   B. Police - Annual Small Grant Requests - Alisa Anderson / James Fry / Eric Warner

   The City of Moscow Police Department (MPD) applies for several small grants on an annual basis which assist the department with the purchase of equipment to include bullet proof vests, child passenger safety seats, and to host various traffic enforcement mobilizations and other prevention and safety activities. The grants awarded to MPD provide funding and resources to protect our youngest citizens, operational and personal safety equipment, and program support to implement and host multiple safety program. These resources assist MPD in their mission of community-oriented policing to improve the quality of life for Moscow residents through community partnerships and problem-solving approaches while also making sure the officers are outfitted and equipped with everything they need to safely do their jobs. Grant funding programs include the Bulletproof Vest Partnership, Traffic Enforcement Emphasis, Child Passenger Safety Seats, Partnership for Success Law Enforcement Drug and Alcohol Patrol and Education, and Shop with a Cop. This was reviewed by the Public Works/Finance Committee on February 22, 2021 and recommended for approval.

ACTION: Approval and/or ratification of the funding requests and awards for small grants applied for by the Moscow Police Department not to exceed a combined total of $50,000 the FY2021 fiscal year.

C. Police - Selective Traffic Enforcement Program (STEP) Grant Request - Alisa Anderson / James Fry / Eric Warner

The Moscow Police Department (MPD) has identified a funding opportunity to apply for a grant which is a nationwide program called Selective Traffic Enforcement Program (STEP). The Idaho Transportation Department (ITD), Office of Highway Safety (OHS) is sponsoring this program to address specific behaviors related to traffic safety priority areas and safety deficiencies within local law enforcement jurisdictions. The STEP is focused on combatting traffic crashes resulting in fatal and serious injuries. Using problem identification, the agencies focus on traffic safety issues within their jurisdiction. The Idaho STEP is a yearlong grant and awards are granted annually. STEP grants reimburse law enforcement departments for time dedicated to traffic enforcement. Police Officer(s) that participate in the STEP grant and must track all performance to include problem identification, a project plan including objectives, performance measures and targets, and budget expenses. The MPD is requesting to apply for the program maximum of 2,080 regular time traffic officer enforcement hours plus 200 hours of overtime with the allowable benefit percentages. The estimated amount of reimbursement is anticipated not to exceed $100,900.00 for the upcoming program period beginning October 1, 2021 through September 30, 2022 which matches the City's FY2022 budget cycle. This was reviewed by the Public Works/Finance Committee on February 22, 2021 and recommended for approval.

ACTION: Ratify approval for the Moscow Police Department to apply for the STEP grant in an amount not to exceed $100,900 for the FY2022 budget period.

REGULAR AGENDA

2. **Staff Recognition Report - Gary J. Riedner**

3. **Mayors Appointments (ACTION ITEM)**

4. **Public Comment and Mayor's Response Period (limit 15 minutes)**

5. **Citizen Commission Report - Planning and Zoning Commission - Mike Ray / Robb Parish**

6. **Latah County/MAMBA Proposal for Mountain Bike Path Development in Virgil Phillips Farm Park (ACTION ITEM) - Dwight Curtis**

Latah County Parks and Recreation and the Moscow Area Mountain Bike Association (MAMBA) are requesting approval to construct a mountain bike pathway through a section of Phillips Farm Park (please see attached map of path location). This project would be at no cost to the City. The new path will provide an easily accessible, non-motorized, multiuse trail suitable for beginner mountain bikers to gain skill and confidence riding while learning about trail etiquette and responsible trail use, among other valuable benefits. The proposal was reviewed by the Parks and Recreation Commission at their January 28, 2021 Commission meeting and recommended City Council approval of the MAMBA/County proposal. Parks and Recreation staff have also reviewed the proposal and recommend City Council approval. This was reviewed by the Administrative Committee on February 8, 2021 and recommended for approval.

PROPOSED ACTIONS: Approve Latah County to construct a mountain bike path as per their submitted plan, in Virgil Phillips Farm Park, or take such other action deemed appropriate.

7. 2021 Moscow Farmers Market Handbook (ACTION ITEM) - Amanda Argona

In 2018, the Moscow Farmers Market implemented the first iteration of the Moscow Farmers Market Vendor Handbook. The Handbook is an expanded policy document meant to provide clarity and serve as a resource for current and future Market Vendors. At the end of each season, the policies that make up the Handbook are considered in depth by staff and the Farmers Market Commission. The Commission reviewed the updated document on January 5, 2021, and moved unanimously to forward the Handbook on to the Council with a recommendation for approval and adoption for the 2021 Market Season. This was reviewed by the Public Works/Finance Committee on February 22, 2021, and recommended for approval.

PROPOSED ACTIONS: Approve the resolution adopting the Moscow Farmers Market 2021 Handbook, or take such other action deemed appropriate.

8. Haddock Building Remodel Project Bid Award (ACTION ITEM) - Bill Belknap

The City recently purchased the Haddock Building, located at 504 S. Washington Street, to address the overcrowding currently present in the Mann Building. Prior to the purchase of the Mann Building the City had intended to remodel the existing Police Station for that purpose but it was determined that acquisition and remodel of the Haddock Building would be a more cost-effective option. The project is an interior remodel which includes the demolition and reconfiguration of interior walls, construction of a new permits service counter, new floor coverings, new LED lighting and ceiling system, demolition and reconstruction of a non-compliant interior staircase, replacement of an outdated electrical panel and other electrical system reconfiguration, and interior painting.

The project was advertised for bid on January 2nd and 16th with a bid opening on February 11th. Three bids were received. K&G Construction from Lewiston, Idaho was the lowest bidder with a base bid of $311,000 and bid Alternate #1 (replacement of the non-compliant interior staircase) of $48,000 for a total bid amount of $359,000. Staff recommends accepting the base bid from K&G Construction in the amount of $311,000. The City programed $475,700 for the project within the City's Capital Improvement Plan and the City's FY2021 Capital Projects budget. This was reviewed by the Public Works/Finance Committee on February 22, 2021 and recommended for approval.

PROPOSED ACTIONS: Accept the low bid from K&G Construction, Inc., award the contract for the bid amount of $311,000, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount; or take such other action deemed appropriate.

REPORTS

City Council

Mayor

Staff

ADJOURN

NOTICE: Moscow City Council and committee meetings are televised, videotaped and/or recorded. Individuals attending the meeting who require special assistance to accommodate physical, hearing, or other impairments, please contact the City Clerk, at (208) 883-7015 or TDD 883-7019, as soon as possible so that arrangements may be made.

Moscow City Council

Regular Meeting
~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Tuesday **February 16, 2021**	**7:00 PM**	**Council Chambers** **206 E. Third St.**

The meeting was called to order at 7:00 p.m.
PRESENT: Mayor Bill Lambert, Art Bettge, Sandra Kelly, Maureen Laflin, Brandy Sullivan, Gina Taruscio, Anne Zabala (virtual)
STAFF: Gary J. Riedner, Mia Bautista, Bill Belknap (virtual), Dwight Curtis (virtual), Sherri Winn (virtual), Sarah Banks (virtual), Laurie M. Hopkins (virtual)

PLEDGE OF ALLEGIANCE
Council President Bettge led the Pledge of Allegiance.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council February 1, 2021 Minutes - Laurie M. Hopkins
Minutes presented for approval.

ACTION: Approve minutes as presented.

B. Disbursement Report for January 2021 - Sarah Banks
Staff presented the January 2021 Accounts Payable Report to Public Works / Finance Committee on February 8, 2021. The Committee received the report and approved the disbursements as presented.

ACTION: Sign the Disbursements Report for the month of January 2021.

C. Southeast Booster Station Improvements Bid Results and Contract Award (ACTION ITEM) - Scott Bontrager
The City of Moscow Southeast Booster Station Improvements project includes modifications to the existing Southeast Booster Station. The bid consists of the following improvements: an onsite chlorine generation and injection system, a new magnetic flow meter installed in a vault outside the booster station, a new motor control center, a new motor and variable frequency drive for booster pump #1, associated control system modifications, a chlorine residual analyzer and sampling line, a new main disconnect switch, and connection of existing standby power generator and automatic transfer switch to the new power distribution system. The City published an advertisement for bids on January 9, 2021 and the Engineer's estimate for construction is $258,900.00.

Bids were opened on Tuesday, January 26, 2021. One responsive bid was received, with a bid of $251,000.00 from TML Construction, Inc. A complete Bid Tabulation is attached. This was reviewed by the Public Works/Finance Committee on February 8, 2021 and recommended for approval.

PROPOSED ACTIONS: Accept the low bid from TML Construction, Inc., award the contract

DRAFT

for the bid amount of $251,000.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

Bettge moved and Kelly seconded to approve the consent agenda as presented.

REGULAR AGENDA

2. Mayors Appointments (ACTION ITEM)

None offered.

3. Public Comment and Mayor's Response Period (limit 15 minutes)

None offered.

4. Property Owner / Tenant Utility Billing (ACTION ITEM) – Sarah Banks / Gary J. Riedner

Moscow City Code 5-4-4 states that "All water charges shall be the ultimate responsibility of the property owner, provided that a non-property owner or tenant may pay said water charges." MCC 5-4-10 states that all water charges shall be the responsibility of the owner of the property which receives the water. The City is authorized to receive payment from either the property owner or tenant or agent of the property owner. Although these code sections place responsibility for payment on the property owner, a 1989 Idaho Supreme Court case, City of Grangeville v. Haskin, requires that the ordinance is not sufficient authority to place that responsibility on the property owner, but that it requires a contractual arrangement in order to enforce the ordinance. The annual cost to the City for uncollectable utility bills from mostly non-owner occupied (leased and rental properties) is an average of $10,250. The cost of staff time spent dealing with issues relating to property owner/tenant utility billing, delinquent accounts, utility shut-off, and collection efforts is approximately $31,000 per year. This loss is spread across all utility customers, including both owner-occupied and non-owner-occupied properties. The City is in the process of replacing its financial software, which will provide easier and more efficient ways to provide utility billing services. The new program requires that utility customers who pay online, or use auto-pay from their bank accounts, will have to re-establish their utility accounts. At this time staff is requesting the Council to review the current utility billing process and approve a process that requires property owners to execute an agreement when applying for City utility services which would resolve the longstanding property owner/tenant issues. This was reviewed by the Administrative Committee on February 8, 2021.

PROPOSED ACTIONS: Review current utility billing process and approve the attached Resolution authorizing a revised process requiring property owners to execute an agreement when applying for City utility services, or take such other action deemed appropriate.

Riedner introduced the item as written above and with a presentation (see attached).

Dan Schoenberg (Moscow), co-owner of Palouse Properties, said he reviewed the process and made suggestions for the policy which were well received. He is in support of the changes, doesn't feel it will increase rent rates and feels it will be good for the community and property managers

Riedner confirmed process for shut-off's will not be removed. Banks explained this policy applies to all accounts, commercial and residential. As soon as an account becomes delinquent, a past due notice is sent to the owner and the tenant and the 45 day shutoff process and staff tries to collect from tenant. If a tenant vacates, notify the owner again and within 30 days try to collect the bill. Bautista said if the utility is being paid for, the utility would not be shut off.

Taruscio shared her frustration on the late notice of this item. She feels there was not the amount of time needed for public comment.

DRAFT

Bautista said the directive billing application includes an acknowledgement for the tenant to agree that there may be additional provisions required by the property owner and this directive doesn't impact that agreement. This policy allows the property owner to authorize the City to directly bill the tenant. Whatever provisions are in place between property owner and tenant doesn't change because of this process. Staff isn't looking to revise the ordinance but trying to provide a process that allows all the possible legal remedies for enforcement of the ordinance already in place.

Schoenberg said this won't cause a lot of change for their processes and doesn't see the need for the change in the lease.

Banks said a lot of times the City doesn't know a tenant has moved out and there is no forwarding address. Also, when a tenant moves in and is immediately behind, aren't working out payment plans, and if they do have a payment plan they don't pay it, and ultimately vacate the property. A lot of times when a tenant's lease is up and they move out, the owner would receive a collection notice with no prior correspondence regarding the delinquent account. With the new policy, the final bill will be sent to the tenant as well as the property owner so they know there is an outstanding bill and can be timely on collection. Riedner said there was discussion regarding outstanding bills at the time of the sale of property. The agreement says "may pursue a lien" so that property owners know this could be brought against the property if not cleared.

Bettge moved to approve the Resolution authorizing a revised process requiring property owners to execute an agreement when applying for City utility services. Kelly seconded. Roll Call Vote: Ayes: Five (5). Nays: One (Taruscio). Abstentions: None. Motion carried.

5. Request from Palouse Ice Rink for Hamilton Funds (ACTION ITEM) – Gary J. Riedner

By adoption of Resolution 2017-13, and its successor, Resolution 2019-16, the Moscow City Council approved a commitment of $1 million dollars of Hamilton Funds to the Palouse Ice Rink (PIR) for construction of an ice rink facility. Resolution 2019-16 sets the parameters of the City's commitment, which expires on May 22, 2022, which is also the date of expiration of the conditional use permit for the ice rink at its current location at the Latah County Fairgrounds. PIR has recently reported that it is in negotiation for potential purchase of the former Northwest River Supplies building located on South Main Street. PIR Vice-President Tony Mangini is requesting the City Council to renew its commitment of Hamilton Funds to be used in the new location, rather than the current Fairgrounds location. PIR has submitted a new business plan and pro forma in support of their request. Staff has requested additional information from PIR that is necessary in order for staff to advise City Council. The 2020 PIR Business Plan and additional materials relating to the Council's previous commitment of Hamilton Funds are attached to the Council packet. PIR's request was presented to City Council on December 21, 2020, at which time Council directed staff to meet with PIR to develop a proposal for City Council review. Staff has proposed a draft Memorandum of Understanding (MOU) and authorizing Resolution for City Council consideration.

PROPOSED ACTIONS: Review draft Memorandum of Understanding and Resolution stating conditions of approval of Palouse Ice Rink's Request for City participation of $1 million of Hamilton Funds to assist in construction of the ice rink, and approve, or deny, or modify the MOU and Resolution, or take such other action deemed appropriate.

Riedner introduced the item as written above and went through details of the resolution. The previous resolution committed $1 million after all other funding was identified. When project changed, the commitment changed. The ice rink is now proposed on private property and has an owner loan and a bank loan. The proposal will take $2.5-3 million to renovate the property and want to use the Hamilton

DRAFT

Funds for construction and renovation. Riedner detailed the resolution and Memorandum of Understanding (MOU). A MOU wasn't required with the previous resolution because until the funding was identified, it was not needed. Similar to the previous resolution, renovation funds are required prior to access to the Hamilton funds. The MOU includes 13 provisions to provide youth to the city and a right of refusal. If PIR cannot continue running the ice rink, the MOU includes a 15-year amortized repayment schedule.

Tony Mangini (Moscow) VP for PIR, spoke on the youth sports the ice rink offers and how it fits in the vision of the Hamilton Funds. He provided information on the funding and loans. Fundraising will continue and the goal is to have it built by end of 2021.

Mark McGuire (Moscow) President of PIR. The opportunity is close and they are ready to address the complexities. They are ready to mobilize as soon as they take ownership of the property.

Steffen Werner (Moscow) fundraising committee for PIR. He has a son that plays hockey and has seen what a benefit hockey is for kids, especially with a full-size rink.

Mangini said the normal ice season is mid-October to mid-March. Science on Ice will continue but could evolve into something else. The intent is to always have an educational aspect at the ice rink.

Cory Trapp, architect for PIR. He said there are challenges with this building, including nine columns that will need to be taken out. They are always talking about how to be cost-effective with the renovations.

Taruscio moved and Sullivan seconded to approve the Memorandum of Understanding and Resolution stating conditions of approval of Palouse Ice Rink's Request for City participation of $1 million of Hamilton Funds to assist in construction of the ice rink. Councilmembers shared their positive thoughts about the ice rink. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

6. Monthly COVID-19 Report - Gary J. Riedner

Riedner reviewed the metrics model. As of February 15, Moscow meets two out of the three metrics in tier one. Tier two and three are not met. See attached presentation.

ADJOURN

It was moved, seconded and mutually agreed upon to adjourn at 9:02 p.m.

_____

Bill Lambert, Mayor

ATTEST:

_____

Laurie M. Hopkins, City Clerk

DRAFT

City of Moscow
Office of the Mayor

Memo

To: City Council

From: Bill Lambert, Mayor

Date: February 24, 2021

Re: Commission Appointments

Below is an appointment I intend to propose at the March 1, 2021 City Council meeting. If you have any questions or concerns, please contact me to discuss them. If I haven't heard from you, I will anticipate that the appointments will be approved.

Appointment

Jonathan Rau	Farmers Market Commission	Exp: 12/31/2022 *Specialty Vendor Rep*

CITY COUNCIL STAFF REPORT

DATE: Monday, March 1, 2021

AGENDA ITEM TITLE

Police - Annual Small Grant Requests - Alisa Anderson / James Fry / Eric Warner

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, James Fry, Police Chief, Gary Riedner, City Supervisor

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

The City of Moscow Police Department (MPD) applies for several small grants on an annual basis which assist the department with the purchase of equipment to include bullet proof vests, child passenger safety seats, and to host various traffic enforcement mobilizations and other prevention and safety activities. The grants awarded to MPD provide funding and resources to protect our youngest citizens, operational and personal safety equipment, and program support to implement and host multiple safety programs. These resources assist MPD in their mission of community-oriented policing to improve the quality of life for Moscow residents through community partnerships and problem-solving approaches, while also making sure the officers are outfitted and equipped with everything they need to safely do their jobs.

The Bulletproof Vest Partnership (BVP), created by the BVP Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. Program recipients are provided an armor vest that is uniquely fitted for each officer to provide the best possible fit and coverage. Through this program the MPD is awarded 50% reimbursement of up to 3 vests per year.

The Traffic Enforcement Grant through the Idaho Transportation Department (ITD) Office of Highway Safety (OHS) enables MPD to participate in local and statewide traffic enforcement mobilizations. The MPD can select from various High Visibility Enforcement (HVE) mobilizations focused on seatbelts compliance, impaired, aggressive or distracted driving which are held throughout the year, or apply for a mini grant to host a specific mobilization during a local event to emphasize a safety enforcement. The City is reimbursed for officer overtime plus a percent of benefits (regular time is not eligible) during the events. Officers are able to sign up for these overtime mobilizations as they are hosted and work these extra hours to meet the requirements of the program. Match is provided by the vehicle miles traveled during mobilizations.

The MPD has participated in the Child Passenger Safety Seat program since 2003 which is also sponsored through ITD's Office of Highway Safety. MPD applies for funding to purchase safety seats for children, host and teach Child Passenger Safety Technician certification/recertification classes, distribute educational materials, and participate in public events such as the Officer Newbill Kids Safety Fair where parents, grandparents and care providers can get a new car seat fitted to the age appropriate size, have it installed in a vehicle and be trained on the usage safety requirements. The MPD provides match contribution through in-kind staff time and supplies furnished during training and events.

The MPD also participates in a program hosted by the Idaho Office of Drug Policy through a Partnership

for Success Law Enforcement grant aimed at preventing underaged drinking and drug use through compliance checks, interdiction activities, party patrols and shoulder tap operations. The MPD also works with the University of Idaho to provide educational presentations on topics related to the affects of marijuana, methamphetamine, and underage drinking. The MPD is reimbursed for staff time plus benefits for hours spent while performing the specific duty or educational presentation

In conjunction with other state and law enforcement organizations and working with Latah County social service organizations, the MPD applies through the Walmart Foundation to receive funding to host an annual event called "Shop with a Cop" in which officers provide a gift card purchased with grant funding to shop at Walmart with the selected children. An officer is matched with a child and gives them a Walmart gift card ranging from $50 to $75 to purchase gifts for their family and themselves for Christmas. Through other donations the children are provided breakfast, then they shop with an officer and then gift wrap their presents with Walmart staff and other volunteers. The annual event hosts 12 to 20 children and families each December. This item was reviewed by the Public Works/Finance Committee on February 22, 2021, and was recommended for approval.

STAFF RECOMMENDATION

Approval and/or ratification of the funding requests and awards for small grants applied for by the Moscow Police Department not to exceed a combined total of $50,000 the FY2021 fiscal year.

PROPOSED ACTIONS

ACTION: Approval and/or ratification of the funding requests and awards for small grants applied for by the Moscow Police Department not to exceed a combined total of $50,000 the FY2021 fiscal year.

FISCAL IMPACT

No matching funds required. Police submit the number of miles traveled during mobilizations to OHS in-kind match.

PERSONNEL IMPACT

Police, Grants and Finance Department(s) Staff

ATTACHMENTS

None

CITY COUNCIL STAFF REPORT

DATE: Monday, March 1, 2021

AGENDA ITEM TITLE

Police - Selective Traffic Enforcement Program (STEP) Grant Request - Alisa Anderson / James Fry / Eric Warner

RESPONSIBLE STAFF	REVIEWED BY
Alisa Anderson, Grants Manager	

ADDITIONAL PRESENTER(S)	OTHER RESOURCES
	N/A

DESCRIPTION

The Moscow Police Department (MPD) has identified a funding opportunity to apply for a grant which is a nationwide program called Selective Traffic Enforcement Program (STEP). The Idaho Transportation Department (ITD), Office of Highway Safety (OHS) is sponsoring this program to address specific behaviors related to traffic safety priority areas and safety deficiencies within local law enforcement jurisdictions. The STEP is focused on combatting traffic crashes resulting in fatal and serious injuries. Using problem identification analysis, the agencies focus on the traffic safety issues within their jurisdiction. The Idaho STEP is a yearlong grant and awards are granted annually. STEP grants reimburse law enforcement departments for time dedicated to traffic enforcement. Police Officer(s) that participate in the STEP grant must track all performance to include problem identification, a project plan including objectives, performance measures and targets, and budget expenses.

Law enforcement agencies are eligible for a yearlong STEP grant to target a clearly identified problem. The program is a reimbursement grant and submission due dates are in January/February each year for application of the subsequent year's grant. The grant period is October 1 through September 30 each year. Agencies can apply for up to 2080 hours of regular time for enforcement, Public Information and Education (PI&E), and training plus 200 hours of overtime. One officer or a combination of officers may work the regular dedicated hours and overtime. Reimbursable time includes up to 30% benefit for regular hours and 24% for overtime hours but does not reimburse for any vacation, sick, or comp time by an officer or employee through this grant. Further details regarding the program parameters are listed in the attached STEP information sheet.

The MPD is requesting to apply for the program maximum of 2,080 regular time traffic officer enforcement hours plus 200 hours of overtime with the allowable benefit percentages. The estimated amount of reimbursement is anticipated not to exceed $100,900.00 for the upcoming program period beginning October 1, 2021 through September 30, 2022 which matches the City's FY2022 budget cycle. The MPD employs a dedicated traffic enforcement officer; however, the department will form a "Traffic Enforcement Team" to fulfill the grant requirements, if awarded. The match requirement is 25% of the total amount requested and can include salaries of individuals working on the project, mileage, training provided, and office supplies. There are no additional requirements after the award period ends, unlike many other programs in the past which required continued employment of a police officer position. This program does not overlap with the Traffic Enforcement Mobilization grants which reimburses for overtime only during specific time periods and mobilization or targeted emphasis mini grants. The MPD will carefully document hours and activities dedicated to each specific grant award to avoid any overlap in overtime hours submitted for reimbursement. The grant application is due on February 26, 2021. This

item was reviewed by the Public Works/Finance Committee on February 22, 2021 and was recommended for approval to submit the grant application.

STAFF RECOMMENDATION

Ratify approval for the Moscow Police Department to apply for the STEP grant in an amount not to exceed $100,900 for the FY2022 budget period.

PROPOSED ACTIONS

ACTION: Ratify approval for the Moscow Police Department to apply for the STEP grant in an amount not to exceed $100,900 for the FY2022 budget period.

FISCAL IMPACT

The match requirement is 25% of the total amount requested and can be in-kind to include salaries of individuals working on the project, mileage, training provided, and office supplies.

PERSONNEL IMPACT

Police, Grants and Finance Departments

ATTACHMENTS

1. STEP-Strategic Traffic Enforcement Program (1)

Idaho's Selective Traffic Enforcement Program

STEP

The selective traffic safety enforcement program (STEP) combats traffic crashes resulting in fatal and serious injuries. Using problem identification, the agencies focus on the traffic safety issues. The focused efforts include impaired driving, aggressive driving, seat belt use and distracted driving. The Idaho STEP program is a yearlong grant program. The grants are awarded on an annual basis.

STEP grants reimburse law enforcement for time dedicated to traffic enforcement. Officer(s) that work the STEP grant must track all performance.

STEP programs include:

- A problem identification
- A project plan including objectives, performance measures and targets.
- A budget

Eligibility: All agencies are eligible for a yearlong STEP grant with a clearly identified problem. The grant is a reimbursement grant. Grant submission takes place in January/February each year for application of the subsequent year's grant. The grant period is October 1 through September 30 each year.

Budget: A complete budget is to be submitted with the application.

- **Reimbursable Hours:** The agency may apply for up to 2080 hours of regular time for enforcement, Public Information and Education (PI&E) and training. In addition, the agency may apply for up to 200 hours of overtime. One officer or a combination of officers may work the regular dedicated hours and overtime. Reimbursable time includes up to 30% benefit for regular hours and 24% for overtime hours. An agency will not be reimbursed for any vacation, sick, or comp time by an officer or employee through this grant.

- **Equipment**: The agency may be eligible to purchase equipment that supports the STEP grant program. Allowable equipment includes speed and BAC detection equipment.

- **Public Information and Education (PI&E**): The grant may also reimburse for time spent providing PI & E, which includes the distribution of PI&E materials through the program. Salaries being claimed for PI&E activities must be included in the budget.

- **Education and Training:** The grant may reimburse for education and training to support the STEP program.

- **Match**: The STEP grant requires a 25% match on the total reimbursed amount. Examples of match include mileage (calculated at $.575/mi), benefits, PI&E hours or dedicated enforcement hours not reimbursed by the grant.

CITY COUNCIL STAFF REPORT

DATE: Monday, March 1, 2021

AGENDA ITEM TITLE

Latah County/MAMBA Proposal for Mountain Bike Path Development in Virgil Phillips Farm Park (ACTION ITEM) - Dwight Curtis

RESPONSIBLE STAFF	REVIEWED BY
Dwight Curtis, Parks & Recreation Director	Parks and Recreation Commission on January 28, 2021 Administrative Committee on February 8, 2021

ADDITIONAL PRESENTER(S)	OTHER RESOURCES
Andy Grant (Latah County Parks and Recreation Director, John Wenz (MAMBA President)	N/A

DESCRIPTION

Latah County Parks and Recreation and the Moscow Area Mountain Bike Association (MAMBA) are requesting approval to construct a mountain bike pathway through a section of Phillips Farm Park (please see attached map of path location).

Virgil Phillips Farm Park is 164 acres in size. It is owned by the City of Moscow and managed by Latah County Parks and Recreation.

The new path will provide an easily accessible, non-motorized, multiuse trail suitable for for beginner mountain bikers to gain skill and confidence riding while learning about trail etiquette and responsible trail use, among other valuable benefits (please see attached MAMBA proposal).

The proposal was reviewed by the Parks and Recreation Commission at their January 28, 2021 Commission meeting and recommended City Council approve of the MAMBA/County proposal. Parks and Recreation staff have also reviewed the proposal and recommend City Council approval.

There is no cost to the City.

This was reviewed by the Administrative Committee on February 8, 2021 and recommended for approval.

STAFF RECOMMENDATION

Recommend approval for Latah County to construct a mountain bike path as per their submitted plan, in Virgil Phillips Farm Park.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve Latah County to construct a mountain bike path as per their submitted plan, in Virgil Phillips Farm Park, or take such other action deemed appropriate.

FISCAL IMPACT

There is no cost to the City of Moscow

PERSONNEL IMPACT

N/A

ATTACHMENTS

1. Phillips Farm Proposed Path Area 2-1-21
2. Phillips Farm Park Multiuse trail proposal Latah County & MAMBA 2-1-21

Virgil Phillips Farm Park – Mountain Bike Path Proposal

Proposal for a Multiuse Trail at Phillips Farm

Background

MAMBA is a non-profit, volunteer organization with the mission of "Creating, enhancing and preserving a sustainable, publicly-accessible trail system on the Palouse". Currently, all MAMBA trails are on private lands of Moscow Mountain. Although MAMBA was started by mountain bikers, current members, volunteers and donors include those that hike, run, ski and bike the trails. A consistent request from the community has been development of trails suitable for beginner mountain bikers which are currently lacking.

Proposal Objectives:

The following objectives will be met by the construction and maintenance of a multiuse trail at the Phillips Farm.

1) Further the mission of the Friends of Phillips Farm "To enhance opportunities for recreation and education at Virgil Philips Farm County Park" and the intent of Virgil Phillips bequeathing the farm to the City of Moscow "for the benefit and use of the children of Moscow for recreational purposes."
2) Provide an easily accessible, non-motorized, multiuse, trail suitable for beginner mountain bikers to gain skill and confidence riding while learning about trail etiquette and responsible trail use.
    a. Signs at the trailhead and a few along the trail that provide information about trail etiquette:
        i. Stay on the trail
        ii. Bikes yield to foot traffic
        iii. Downhill traffic yields to uphill traffic (but bikes still yield to foot traffic
3) Educate the community about the principles of sustainable trail building practices.
    a. MAMBA will organize series of trail building workshops (possibly Fall 2020 and Spring 2021) to complete the trail while providing experiential learning opportunities for the community.
4) Build relationships between MAMBA, Friends of Phillips Farm and Latah County Parks and Recreation Dept. personnel.

Proposed trail

The proposed trail would be approximately 1 mile long multiuse trail suitable for beginner mountain biking, situated on the northeast corner of the Farm south of the driveway starting just west of the "upper Gazebo". Site selection and trail routing was guided by the following considerations:

- Avoid proposed UI research units for ventenata (note map on next page was created before knowledge of this research but can be modified).
- Trail is visible from the "upper gazebo" allowing parents of younger children to observe them as they ride the trail.
- Keep trail away from bluebird boxes on the ridge to the south and the foot trails to the west.
- Maintain a gentle grade both up and downhill.

- A small bridge would need to be built across a ditch at the southwestern-most section of the trail

Yellow lines represent Farm property lines with adjoining property to the east.

Addressing concerns about bikes using other trails at the park.

The trail would be promoted as a BEGINNER trail, a place where parents can bring their kids learning to ride so they can get some experience riding single track trail while the parents ride with them, sit at the gazebo where they can see them as they ride the trail or enjoy the pond or walk the native plants trail. Of course it would be appropriate for beginner adults too. It is a bit of a drive and even if an intermediate or advanced rider were to make the effort to go there once, there isn't likely enough trail (including existing) to make it worth the return trip. The existing trails would not be very enjoyable for such riders, they are steep in places, narrow, off camber and lack the curvy flow that makes trails fun to ride. Finally, most all in our biking community are respectful of the trails, other users and the wishes of landowners and land managers so would heed signs indicating foot traffic only on the other trails.

CITY COUNCIL STAFF REPORT

DATE: Monday, March 1, 2021

AGENDA ITEM TITLE

2021 Moscow Farmers Market Handbook (ACTION ITEM) - Amanda Argona

RESPONSIBLE STAFF	REVIEWED BY
Amanda Argona, Community Events Manager	This was reviewed by the Public Works/Finance Committee on February 22, 2021, and recommended for approval.

ADDITIONAL PRESENTER(S)	OTHER RESOURCES
Jen Pfiffner, Assistant City Supervisor	

DESCRIPTION

In 2018, the Moscow Farmers Market implemented the first iteration of the Moscow Farmers Market Vendor Handbook. The Handbook is an expanded policy document meant to provide clarity and serve as a resource for current and future Market Vendors. At the end of each season, the policies that make up the Handbook are considered in depth by staff and the Farmers Market Commission. The Commission reviewed the updated document on January 5, 2021, and moved unanimously to forward the Handbook on to the Council with a recommendation for approval and adoption for the 2021 Market Season.

STAFF RECOMMENDATION

Approve the resolution adopting the Moscow Farmers Market 2021 Handbook.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the resolution adopting the Moscow Farmers Market 2021 Handbook, or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution_2021- FarmersMarketHandbook_final with attachment

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING THE MOSCOW FARMERS MARKET 2021 HANDBOOK INCLUDED HEREWITH AND INCORPORATED HEREIN BY THIS REFERENCE; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Moscow's Farmers Market (hereinafter "the Market") has been in existence for many years; and

WHEREAS, the Market is an integral part of Moscow's vibrant downtown, bringing together people from all viewpoints, walks of life, and interests;

WHEREAS, the Council wishes to continue to support and promote the Market; and

WHEREAS, these policies have been developed and recommended by the Moscow Farmers Market Commission, with input from City staff members, and made available for review by vendors and the public through public Commission meetings; and

WHEREAS, establishment of the Moscow Farmers Market 2021 Handbook (hereinafter "Handbook") will allow for an efficient, effective, predictable and fair administration of Market activities during the 2021 Market Season; and

WHEREAS, this Handbook enhances transparency and understanding, and provides additional information for the reasoning behind policies, as the goal of the Handbook was to increase the clarity, quality, consensus on and consistency of policies; and

WHEREAS, the Council believes that this Handbook and the policies contained herein are appropriate, and will support the Market and enhance the Market experience for all of those who participate in this great City activity;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow as follows:

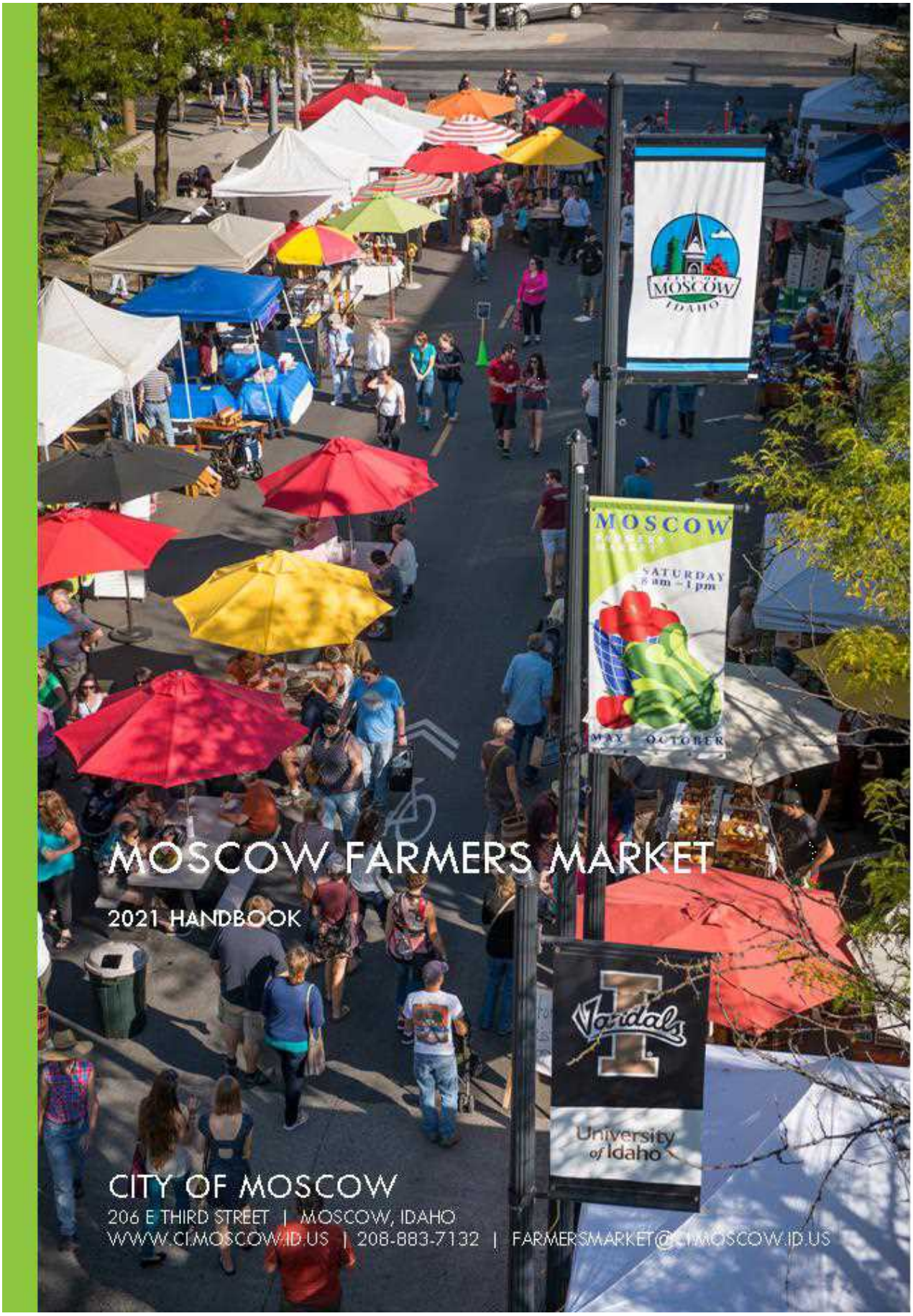
The attached Moscow Farmers Market 2021 Handbook is hereby adopted for the 2021 Market Season.

PASSED AND APPROVED by the Mayor of the City of Moscow, Idaho, this ____ day of _____, 2021.

_____
Bill Lambert, Mayor

ATTEST:

_____
Laurie M. Hopkins, City Clerk


MOSCOW
IDAHO
MOSCOW
SATURDAY
MAY OCTOBER
MOSCOW FARMERS MARKET
2021 HANDBOOK
Vandals
University of Idaho
CITY OF MOSCOW
206 E THIRD STREET | MOSCOW, IDAHO
WWW.CI.MOSCOW.ID.US | 208-883-7132 | FARMERSMARKET@CI.MOSCOW.ID.US

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Moscow Farmers Market Overview

The Moscow Farmers Market has been a treasured and vibrant part of the community since its inception in 1977 as a small grass-roots gathering. It serves to provide locally grown produce and quality wares, as well as bring the community together in ways no other event or service does. Whether Market goers visit to purchase their weekly groceries or simply to enjoy the music and socialize, the experience of the Market promotes a sense of place, and helps citizens feel tied to the community. The Moscow Farmers Market is unique in its ability to stay rooted to its original purpose and charm of a local market, while growing and progressing with trends and needs. The variety of stakeholders invested in the Moscow Farmers Market means that each decision can have a great impact on our residents, vendors, local businesses, City staff, and more.

Market Leadership is formed by a collaboration of City of Moscow Staff and a Moscow Farmers Market Commission comprised of community residents, vendors, and other representatives. City staff manages the operational and regulatory aspects of the Market while Commission members guide the vision and values of the Market.

It is the duty of the Commission to suggest ways to promote and improve the Farmers Market, propose and/or review Market policies, keep abreast of trends and opportunities for advancing Market interests, products, standards, and offerings, and to otherwise act in an advisory role to the Moscow City Council.

Farmers Market Commission Members

Vendor Representatives

Kelly Kingsland
Produce Vendor Representative

VACANT
Specialty Food Vendor Representative

Stu Scott
Crafts Vendor Representative

Community Representatives

Jamie Hill – Chair
At-Large Representative

Mackenzie Lawrence – Vice Chair
At-Large Representative

Ryan Lazo
At-Large Representative

Kerry Morsek
At-Large Representative

Specialty Representatives

Colette DePhelps
University of Idaho Extension Representative

VACANT
Moscow Chamber of Commerce Representative

The Commission meets regularly on the first Tuesday of each month, from 4:00 p.m. to 5:30 p.m. in the Council Chambers at City Hall, 206 E. Third Street, Moscow, Idaho. Meetings are open to the public.

The Moscow Farmers Market does not discriminate on account of race, color, gender, religion, sex, national orgin, physical or mental disability, age, marital or familial status, sexual orientation or gender expression in its selection and inclusion of vendors.

Mission Statement

The Moscow Farmers Market celebrates life on the Palouse by providing the community with the opportunity to buy and sell locally farmed and/or created agricultural products (e.g., crops, meat, cheese, wine, etc.), distinctive handmade goods, artisan pieces, and original-recipe cuisine. This venue is meant to encourage and support sustainable economic, social and environmental practices.

Core Values

Access: Providing access to locally grown produce, foods, unique hand-made goods and their producers.

Economic Opportunity: Contributing to the greater Moscow economy with emphasis on assisting local, small, independently owned, and start-up enterprises.

Community: Building community by welcoming all residents and visitors, and providing a safe space and opportunity for community engagement, interaction, entertainment, and cultural enrichment.

Information: Increasing awareness of, and providing education about and in support of health and wellness practices, regional agriculture, sustainability, and sound environmental practices.

City of Moscow
Community Events Division & Moscow Farmers Market Staff

Jen Pfiffner, *Deputy City Supervisor*
jpfiffner@ci.moscow.id.us | 208-883-7123

Amanda Argona, *Community Events Manager*
aargona@ci.moscow.id.us | 208-883-7132

Administrative Specialist
farmersmarket@ci.moscow.id.us | 208-883-7233

Digital Media Specialist
208-883-7000 ext. 7231

FIND, LIKE & FOLLOW THE MOSCOW FARMERS MARKET
Website www.ci.moscow.id.us/723/Current-Vendors
Facebook @MoscowFarmersMarket
Instagram @cityofmoscowid

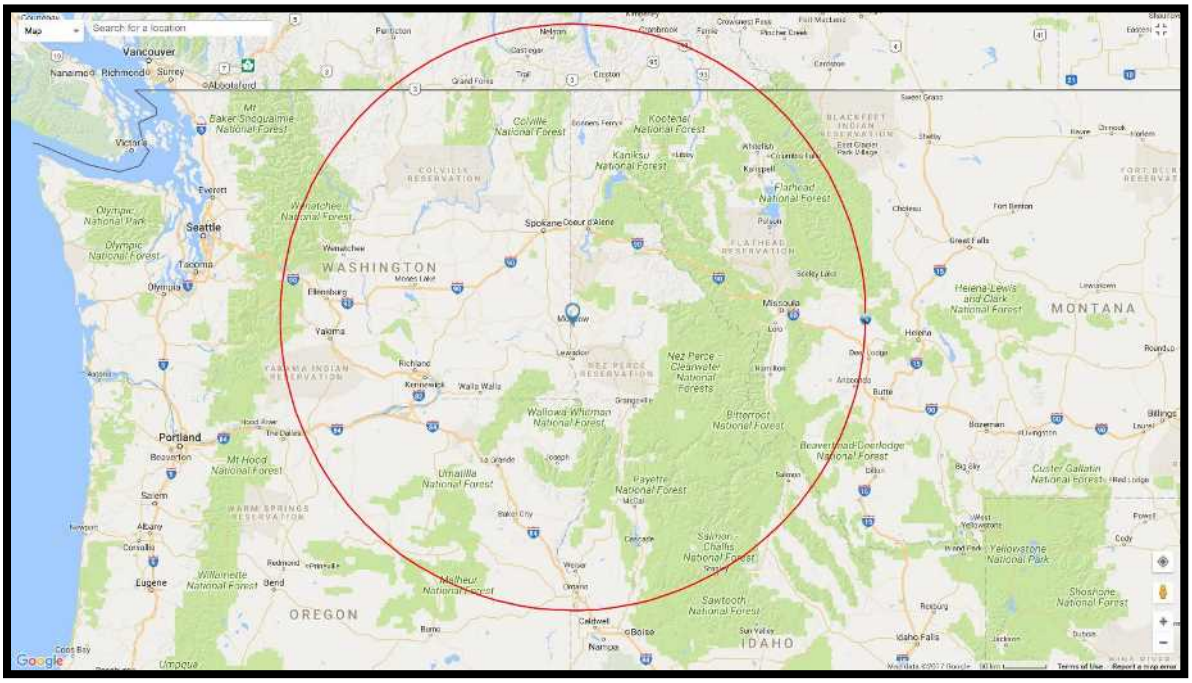
Philosophies

The Market has adopted several important philosophies to maintain its integrity. Using these concepts, in conjunction with the Mission and values, has provided operational guidelines for the Market for many years.

Agricultural Focus: It is the goal of the Moscow Farmers Market to have fifty percent (50%) of all approved Vendors selling agricultural products.

Economic Development: The Market encourages all Vendors to utilize local sourcing that is direct from producer, in an effort to support regional agriculture and small businesses.

Local Production: All Vendors shall be the grower/producer and conduct their operation in a location not more than two hundred (200) air miles from Moscow, Idaho.



200 AIR-MILES FROM THE CITY OF MOSCOW, IDAHO

Definition of Terms

These definitions are included to provide a background for terms used throughout this document. The Market relied on a variety of sources in formulating the following definitions, which included the use of definitions from entities like the Farmers Market Coalition, U.S. Department of Agriculture, Washington State Farmers Market Association, etc. to keep on trend with best practices for farmers markets. Ultimate decision regarding interpretation of these definitions lies with the Market Manager.

Agriculture: The science, art, or practice of cultivating the soil, producing crops, and raising livestock, and in varying degrees, the preparation and marketing of the resulting products.

Approved Vendor: An individual or a group that qualify to participate in selling at the Market in at least one (1) of the listed vending categories, as defined in this Handbook. Agricultural Vendors are approved by a site visit. All other Vendors are approved through a jury process as outlined in Appendix 6. These vetting processes are in place to ensure compliance with Market Policy and Philosophies. All Vendors are subject to a site visit.

Handmade: Items show evidence of manual skills and dedication of one's own design, creativity, and making.

Local: For the purposes of this Handbook, the Market defines 'local' as "No more than two hundred (200) air miles from the City of Moscow, Idaho". Please see the visual aid on page 3.

Local Sourcing: The purchase of goods directly from local growers / producers for use in creating a product for sale at the Moscow Farmers Market.

Product Mix: A recognition that the Moscow Farmers Market, as a whole, needs a balance of products.

Sustainable Practices: An integrated system of plant and animal production practices that are capable of maintaining their productivity and usefulness to society over the course of time. These systems incorporate the most efficient use of nonrenewable resources and on-farm resources, and where appropriate, utilize natural biological cycles and controls that maintain agricultural productivity, promote economic viability in both the short and long term, and maintain stable rural communities and quality of life.

Vendor Categories

All Vendors are required to submit relevant copies of permits, licenses, and/or third-party certifications prior to vending. It is the responsibility of the Vendor to know and understand what regulations may apply to their operation. See Appendix 5 for a list of resources.

Agriculture Vendors

Vendors who participate in the cultivation, harvesting, or production of crops, or management of livestock and bees. Vendors are strongly encouraged to be hygienic and sustainable with their practices in the planting, growing, cultivating, harvesting, transporting, and offering of such items for sale.

Fresh Produce and Nursery: Vendors who grow or produce herbs, fruits, vegetables, cut flowers, plants, grains, seeds, raw nuts, shrubs, trees, and vine starts.

Meat / Poultry: Vendors who raise animals with the intent of selling the majority of those products as cuts of meat, "off the hoof" sales, and byproducts like milk, eggs, etc.

Apiarist: Vendors who keep bees and manage beehives where the majority of products sold are the honey, honeycomb, and wax from their hives.

Value-Added: Vendors who produce supplies or ingredients for their processed goods and/or foods, which includes fibers, wood products, preserves, jams, jellies, ciders, beer, wine, syrups, salsas, smoked meats, cheeses, dried fruits and herbs, flours, oils, etc. The significant constituents of the product must be grown or raised on the producer's farm, ranch or market garden. If a Vendor is unable to be the processor of their items and/or does not have complete oversight and ownership of the final product, then items are subject to the jury process unless required by law to use a third-party processor (i.e. meat products).

Forager: Vendors who harvest qualified, unaltered items from the wild.

Non-Agriculture Vendors

Prepared Food Vendors: Vendors who offer prepared foods must make these items in accordance with Local and State regulations. State Code requires the use of commercial kitchens to prepare certain foods.

> ***Processed Foods:*** Vendors who create and process foods not intended for immediate consumption, including, but not limited to, preserves, jams, jellies, ciders, beer, wine, syrups, salsas, smoked meats, cheeses, dried fruit, dried herbs, roasted nuts, seasonings, drink mixes, flavored oils, etc., with all such ingredients ***not*** grown or raised by the producer.
>
> ***Ready to Eat Foods***. Vendors who create ready-to-eat foods made on-site on Market day, or prepared in advance and served on Market day that may be used for immediate consumption.

Craft and/or Artisan Vendors: Vendors who hand-make or hand-design products that are of a home, studio, or cottage-type industry using an intermediate type technology rather than industrial-type production. Vendors in this category may not sell items made by others, unless it is a part of

the product design as a whole (i.e. a ceramic honey pot and wooden honey dipper; pendant and chain; frame for a photo; etc.). Examples of unacceptable items include, but are not limited to, tracings, paint-by-number, wood or metal products using duplicating machines, kits in any form, and any other items which clearly do not reflect originality of design, as determined by the jury process or Community Events Manager. The following sub-categories apply to Craft and/or Artisan Vendors:

Fine Arts such as painting, drawing, sculpture, pottery, ceramics, etc.

Heritage Arts such as basket-making, soap-making*, candle-making, woodworking, blacksmithing, knitting, crocheting, etc.

Decorative Arts for self, home and garden, such as jewelry, birdhouses, furniture from recycled materials, mosaics, stained-glass items, lawn sculpture, photography, etc.

**Cosmetics fall under Crafts and/or Artisan, unless the Vendor grows or raises the majority of items used to create the final product. Cosmetics include creams, lotions, shampoos, and some soap products. The Market does not consider items consisting primarily of alkali salts and of fatty acids that make no label claim other than the cleansing of the human body as cosmetics), but the following rules may still apply. Cosmetics must follow rules set by the Federal Drug Administration, comply with the Federal Food, Drug, and Cosmetic Act, and the Fair Packaging and Labeling Act.*

Youth Vendors

The Market encourages and supports early entrepreneurial interest of farming, gardening, crafts, and food preparation. This Handbook generally applies to Youth Vendors. Adults, chaperones, guardians, and/or other family members in attendance with a Youth Vendor shall also abide by this Handbook and subsequent policies, especially in decorum and etiquette.

The following sub-categories are applicable to Youth Vendors to assist with product distribution:

Sprouts (ages 6-12): Youth Vendors in this age category are limited to a three-foot by three-foot (3'x3') space located at the intersection of 5th Street and Main Street. Three (3) spaces will be available to Sprouts on a Market day.

Juniors (ages 13-17): Youth Vendors in this age category are limited to a five-foot by fifteen-foot (5'x15') space located at the intersection of 5th Street and Main Street. Three (3) spaces in this area will be available to Juniors on a Market day. Juniors may be assigned to a shared five-foot by fifteen-foot (5'x15') space along Main Street pending availability. Juniors requesting an eleven-foot by fifteen-foot (11'x15') space will be required to jury their products or will submit to a site visit, as outlined in Appendix 6. Pending acceptance through these processes, Juniors will be subject to Tier 1, 2, or 3 registration and stall fees in the Vendor Fee Schedule in Appendix 2 and the Youth Fee will no longer be applicable.

All Youth Vendors shall adhere to the following:

- Be the grower or producer of items for sale.

- Complete and submit paperwork.
  - Food Risk Assessment form (applicable for the sale of drink/food).
  - Youth Vendor registration form.
  - Release and Hold Harmless form.
  - ST-124 tax form (submitted to the Idaho Tax Commission at the end of the season).
- Request space by Tuesday at 5:00 p.m. for priority consideration.
- Actively sell their goods and items without the assistance of a parent and/or chaperone, where possible.
- Have an adult chaperone present at the Moscow Farmers Market, or be supervised by a parent and/or guardian.
- Be limited to no more than three (3) individual youths in the cases of group participation.

Performance Vendors (Buskers)

The Market values the performing arts and has created the Performance Vendor category to support emerging artists in developing their skills and audience at an affordable rate. The Market defines Performance Vendors as any person or group of persons who provide entertainment in the Market by playing musical instruments, singing, dancing, speaking, face painting, balloon tying, etc. Commercial vending of products is not a "performance". This definition is not applicable to live entertainment scheduled in Friendship Square. Space availability for Performance Vendors is on a first come, first serve basis, with sign-ups beginning at 7:45 am on Market day. Performance Vendors must complete and submit paperwork prior to receiving a space assignment. Moscow Farmers Market staff reserve the right to designate locations for these activities in non-Vendor spaces, screen Performance Vendors for suitability, and rotate space assignments to create a varied atmosphere and ambiance for patrons, shoppers, and vendors. This Handbook generally applies to Performance Vendors. Adults, chaperones, guardians, and/or other family members in attendance with a Performance Vendor who is a minor shall also abide by this Handbook and subsequent policies, especially in decorum and etiquette.

All Performance Vendors shall adhere to the following:

- Complete and submit paperwork
  - Performance Vendor registration form
  - Release and Hold Harmless form
  - ST-124 tax form
- Amplification is prohibited.
- May only seek tips or donations.
- Shall only perform in designated areas.
- May not utilize tents, canopies, or umbrellas.
- Limit their performance group to three (3) individuals or fewer.
- Hawking, swearing, and/or aggressive, lewd, and inciting language is prohibited.
- May not occupy the same, designated space for more than a two and one-half (2.5) hour time period.

Policies

Market Policies shall apply to the Moscow Farmers Market and its Vendors. The Farmers Market Commission and Market Management developed these Policies, and City Council approved them. Failure to abide by these Policies is grounds for penalty action.

Market Operating Policies

1. Market Location

The Market is located generally on Main Street south of Third Street and north of Sixth Street, east of Main Street on the 4th Street right-of-way (west) of the cul-de-sac, east on 5th Street from Main Street to the alley, and Friendship Square in downtown Moscow, unless temporarily located or extended elsewhere when found to be in the best interest of the City. *Most generally, the Market moves off Main Street for University of Idaho's Homecoming Parade.* See Appendix 1 – Moscow Farmers Market Map & Boundaries.

2. Vendor Production and Location Rule

All Vendors shall be the grower/producer and shall conduct their growing/producing operations in a location not more than two hundred (200) air-miles from the City of Moscow, Idaho.

3. Market Schedule

a. Market Season. The Market operates every Saturday in the months of May through October, annually.

b. Hours of Operation. Market sales occur between the hours of 8:00 a.m. and 1:00 p.m., local time.

c. Public Access. Main Street will be closed by City of Moscow Staff beginning at 5:00 a.m. and re-opened by 2:00 p.m. by City of Moscow Staff.

d. Unauthorized Vehicles. The City of Moscow Police Department will have any non-Market related vehicles removed from Main Street and 5th Street, and any non-ADA vehicles removed from the first parking bay of the Jackson Street parking lot, by 5:00 a.m.

4. Becoming a Market Vendor

a. Prospective Vendors. Vending at the Moscow Farmers Market for prospective Vendors, or Vendors who have been absent from the Market for two (2) or more consecutive seasons, requires first to be subject to the approval process, and second followed by the registration process. These processes are specific for different vending categories. To become an approved Vendor at the Moscow Farmers Market, please follow the steps outlined in Appendix 6.

b. Returning Vendors. Returning Vendors will need to register for the upcoming season and submit relevant required documents.

5. Market Vendor Space

a. Space dimensions and safety. Most Vendor spaces will be marked as an eleven-foot by fifteen-foot (11' wide x 15' deep) space. A Vendor's business must be conducted within their assigned space. Vendors may not extend beyond the limits of the assigned space or into the pedestrian area at the entrance of the Vendor space unless specifically authorized

by Market Management. Any Vendor utilizing coverings for their space, such as canopies, tents, and/or umbrellas, may not extend these items outside their assigned space. Requests for additional adjacent space will be granted at the discretion of Community Events Manager, where possible. All Vendors are subject to unscheduled inspections throughout the Market Season, by the Moscow Volunteer Fire Department for compliance with relevant safety regulations to ensure public safety and emergency vehicle accessibility. See Appendix 3 – Safety Compliance Requirements.

b. Space assignments. The Market recognizes the value of Vendors maintaining a consistent location for the development of a healthy customer base. Without compromising quality, preference will be given to the most local grower/producer when space becomes available. Vending space allocation is decided at the discretion of the Community Events Manager and is based on the level of commitment chosen by the Vendor as defined in the fee schedule (see Appendix 2), as well as historical occupation and availability as it pertains to Market Product Mix. Vendors that have consistently occupied a specific space(s) in the Market during the previous Market Season, and who purchase the Tier 3 vending package for the upcoming Market Season, will be given the opportunity to remain in that same location for the duration of that Market Season. Agricultural based Vendors whose product readiness is determined by the growing seasons, will be given special consideration by Market Management on a case-by-case basis.
c. Vehicles in spaces. Tier 3 Vendors may utilize motor vehicles or tow-behind trailers in their assigned space. Such usage will result in an additional vehicle surcharge fee. The Community Events Manager may grant Tier 1 and Tier 2 Vendors motor vehicle usage pending space availability and feasibility of access on a market-to-market basis. The Market defines motor vehicles and tow-behind trailers as any road-ready and licensed vehicle.
d. Non-neighbor spaces. The Market recognizes that spaces which do not have adjacent vendors are more valuable due to greater visibility and/or increased customer access. The Market defines these spaces as non-neighbor spaces (previously referred to as 'corner' and/or 'walk-thru' spaces). Vendors occupying a space with this type of designation are subject to an additional surcharge fee.
e. Space use. Use of a Vendor space for purposes other than those outlined in this Handbook is prohibited, unless specifically authorized.
f. Sharing spaces. Any proposal by Vendors to share a Vendor space must be approved by the Community Events Manager.
g. Space allocation. The City reserves the right to make the final decision on vending space and Tier package allocation, based upon Overall Market and Market Product Mix needs.

6. Market Fees

Fees include an annual registration fee, a daily per booth fee, and any additional amenity fees as outlined in Appendix 2 – Moscow Farmers Market Fees.

a. Structure. The Market utilizes a tier structure based on the number of Market days a Vendor plans on attending during the Season. A Vendor's rate is determined based on the tier they

select. Vendors pay the same rate throughout the Season, regardless if they attend more or less of their anticipated Market dates.

i. Annual Registration Fee. All Vendors, regardless of their selected tier, will be required to pay their associated registration fee at the Annual Vendor Orientation. Vendors unable to attend the Orientation shall arrange to pay this fee prior to the start of the Season.

ii. Invoices. All Vendors will receive invoices (weekly, monthly, or entire season) via Farmspread. Vendors without access to reliable internet or computers will receive invoices through the City of Moscow.

iii. Refunds. The Market does not provide refunds to Vendors for days that Vendors cancel their attendance or do not show up to the Market (no call, no show). In the event that severe weather or public safety issues force a Market cancellation as determined by City Administration, all Vendors that were granted a space assignment and did not cancel in advance of the stated closure may request a refund within two (2) weeks of the stated closure.

iv. Payments. To reduce risk of theft and improve record keeping, payments will be collected prior to Saturday. Failure to submit payment prior to Saturday will result in the Vendor's space being revoked for the following Market or their next space request not accommodated until payment has been received. Vendors may choose to pay their fees through the following ways:

- Online via Farmspread invoices.
- In-person with cash, check, or credit card.
- By mailing a check to the Moscow Farmers Market, PO Box 9203, Moscow, Idaho, 83843.

b. Tier Packages. Packages are non-transferrable and non-refundable. The Market currently offers the following tier packages to Vendors.

i. Tier 3 – Seventy-five percent (75%) or more attendance

- Vendor chooses to attend between eighteen (18) and twenty-six (26) consecutive Markets
- Highest registration fee
- Lowest daily per booth fee
- Guaranteed same location
- Allowed to substitute representation for two (2) Markets
- Must notify Management of their first and last anticipated attendance date

ii. Tier 2 – Thirty to sixty percent (30-60%) attendance

- Vendor chooses to attend between nine (9) and seventeen (17) Markets
- Mid-range registration fee
- Mid-range daily booth fee
- Same block location, as available

iii. Tier 1 – Less than thirty percent (30%) attendance

- Vendor chooses to attend between one (1) and eight (8) Markets
- Lowest registration fee

- Highest daily per booth fee
- No guaranteed same location

c. Registration. Registration for the Season will open annually in March, with notice sent to all Vendors at the beginning of each year.

d. Attendance Requests. In order to streamline communication with the Community Events Manager, Vendors are encouraged to use the Farmspread platform when requesting, changing, or cancelling attendance days. Requests during the Season shall be made by Tuesday at 5:00 p.m. for priority consideration. Requests submitted after this time will be considered at the discretion of the Community Events Manager.

7. Regulation of Certain Activities during Market Operations

Because it is important for the continuing success of the Market to preserve its character and appearance, and because the Market was established and remains primarily a local growers Market, certain activities that otherwise occur during non-Market hours are regulated in the public right-of-way during the Market hours, as follows:

a. "Cart" Vendors. Vendors who are licensed pursuant to Moscow City Code Title 9, Chapter 11, shall not be allowed in the Market Location during Market hours unless they qualify as a current authorized Farmers Market Vendor, independently of their Vending license. See M.C.C. § 9-11-13.

b. Licensed Sidewalk Cafes. The possessor of a current, valid, sidewalk café license from the City may operate a sidewalk café in the Market during Market hours, pursuant to regulations contained within Moscow City Code Title 9, Chapter 12. Council recognizes and reaffirms that the purpose of the sidewalk café license is to allow the contiguous storefront restaurant to extend its typical and customary service into the portion of the public right-of-way shown in its license. Independent contractors, sub-contractors, sub-lessees, agents, or others who are not part of the day-to-day business of the contiguous restaurant owner, shall not be allowed to sell or promote in the Market, unless they otherwise qualify as a Farmers Market Vendor and meet all of the Farmers Market Vendor's requirements in this Policy. See M.C.C. § 9-12-6(B).

c. Downtown Businesses Other Than Sidewalk Cafes. Downtown businesses may continue their operations during Market hours. The areas in the Market that are contiguous with non-retail business(es) or business(es) that are closed during Market hours, are <u>not</u> to be used for the display or sale or promotion of produce, products, goods or services by such business(es) or by any person or group, other than as specifically authorized by the Council or by this Policy. Sales, promotions tables, and displays placed contiguous with the front of downtown business(es) are allowed as long as those sales or displays are an extension of what is available for sale or promotion by and within the contiguous business, and such sales or promotions are carried out by the owners or their employees. No activity which directly interferes with or competes with the Market and/or its Vendors shall be allowed within the public right-of-way during Market hours, unless that activity occurs by and within the contiguous business on a day-to-day basis as an integral part of such business. Independent contractors, sub-contractors, sub-lessees, agents, or others who are not part of the day-to-day business of the contiguous owner shall not be allowed to sell or promote

in the Market unless they otherwise qualify as a Farmers Market Vendor and meet all of the Farmers Market Vendor's requirements in this Policy. Sales tables, clothes racks, free-standing displays, etc., shall be placed contiguous with the storefront in a manner that allows the preservation of an unobstructed pedestrian access on the sidewalk of not less than four (4) contiguous feet, and as approved by the City Fire Marshall.

d. Universities, Colleges or Other Educational Institutions Participation in Farmers Market. Universities, colleges, or other educational institutional departments and retail outlets are not allowed to apply as Market Vendors. Student organizations, if qualified, may participate as Vendors.

e. First Amendment Activities. Because of the importance the City places on First Amendment rights and activities, the Council has adopted specific regulations relative to downtown First Amendment activities during Farmers Market hours. The City has established reasonable time, place, and manner restrictions and has designated Friendship Square as the location for such activities in the downtown area during Farmers Market hours. See Resolution No. 2012-12. No separate, additional, or expanded First Amendment activities shall be allowed within the Market during Market hours, unless specifically authorized by Council or required by the United States or Idaho Constitutions.

   Per Resolution No. 2012-05, "*The City wishes to coordinate the multiple and varied uses of Friendship Square during Market days of the Market Season. Uses include playground, pedestrian, and other travel through Friendship Square, maintenance of an emergency access lane, music and arts performances, demonstrations by various arts groups and the like, and presentations of various messages, ideas, philosophies, and opportunities by various individuals and groups who wish access to the Market participants and members of the public on Market day. The City does not intend to control, or regulate and coordinate the message or content of a Speaker's "speech" on a Market day, but rather, desires to reasonably regulate and coordinate the time, place, and manner of the speech by allowing Speakers to avail themselves of the designated Friendship Square Speakers Space on Market days, while continuing to coordinate and accommodate their use of Friendship Square on Market day. Also, the City desires to preserve the principally non-commercial nature of Friendship Square and the Speakers Space to the extent allowed by law.*" Please see Appendix 7 for the complete Resolution.

f. Nicotine Products. All types and kinds of nicotine use, including smoking, vaping in all forms (including nicotine-free vape pens), and chewing tobacco, are prohibited within the boundaries of the Farmers Market during the hours of operation and through the duration of the Farmers Market Season. See Resolution No. 2018-13.

g. Animals Prohibited in the Market. Only ADA Service Animals, as defined in the Americans with Disabilities Act 2010 final regulations, are allowed throughout the Market boundaries, and are not restricted to the eastern and western sidewalks. See Resolution No. 2018-12.

Vendor Operating Policies

1. Market Vendor Requirements

Those who participate in selling at the Market must be the owner and/or producer of their goods, represent at least one (1) vending category, as defined within this Handbook, and be approved through a jury process or site visit, as outlined in Appendix 6.

2. Hawking

Hawking (to offer for sale by calling aloud in public) is prohibited.

3. Sale and Distribution of Non-Approved Items

The sale, distribution, or display of non-approved items such as canned or bottled beverages, literature, information, signage, etc. not related to the Vendor's products or services is prohibited.

4. Vendor Merchandise

The Market permits Vendors to sell merchandise items that are directly related and/or promoting the Vendor's business operations in a limited capacity. Vendors wishing to sell merchandise must first register all merchandise items with the Community Events Manager. Upon approval, Vendors may display no more than one type of approved merchandise item for sale among the majority of their current products per Market day.

5. Public Health Management

To ensure the Market is creating a safe and non-hazardous environment to the public, all Vendors will abide by the following public health measures:

a. Waste Management. Vendors are responsible for the set-up, clean-up, and safe operation of their assigned space. Vendors will provide their own receptacles/bags to manage waste, then must take any waste they generate with them at the end of the Market day. Waste receptacles in the Market are for use by Market customers and should not be used by Vendors for their waste. The dumpsters located throughout the downtown area are privately owned and are not for Vendors' use. Unauthorized use of other's solid waste container(s) is considered "theft of services" Pursuant to Idaho Code 18-2403(5)(c). This activity is a misdemeanor crime and punishable by up to a $1,000 fine, plus court costs and up to one year in jail.

b. Health Regulations. The Idaho Public Health Department conducts unscheduled inspections for compliance with relevant health and safety regulations throughout the Market Season to ensure public safety and adequate health practices. The Community Events Manager and/or a Public Health Department representative will enforce applicable State and Local requirements and have the authority to stop the sale of any items that are in violation of these regulations.

c. Grey Water. Vendors are required by Idaho State Law, when applicable, to deposit grey water waste in the receptacle provided at the Market. No grey water or other waste water, fat, grease, oil, or other liquid shall be placed in the gutter or in a City storm water catch basin or other City water collection system. The Market provides a grey water dump station for use by Vendors. Grey water must be disposed of at this

dump station. Vendors must take with them their non-grey water waste at the end of Market day.

6. Generators

The Market does not allow the use of generators during operating hours.

7. Decorum / Etiquette

The Market requires and expects considerate, polite, common sense, and friendly cooperation among all Vendors and toward other Market participants, and patrons. Vendors shall respect the authority of the Community Events Manager and Staff. Vendors shall respect the rights of the other Vendors, participants, and patrons. If a Vendor feels that he or she is being treated unfairly or in an unprofessional manner by the Community Events Manager, such complaint shall be made only to the Deputy City Supervisor.

8. Participation in Market Promotion

Participation in the Market acts as a grant of permission to City to use photographs and other images of Vendors for promotional purposes, without compensation. All Vendors give permission to City to release the Vendor's preferred method of contact information (name, business name, address, or phone numbers) to requesting patrons and other organizations for promotional purposes and for publication by print media, video, or motion picture.

9. Signage

All Vendors are encouraged to display at their booth the Vendor's business name, City, and State of operation. Vendors subject to signage requirements as listed under any Federal, State or City regulation, must comply. All signage must be contained within the Vendor's designated eleven-foot (11') by fifteen-foot (15') space(s).

10. Pricing

Market Vendors shall clearly post visible pricing for each item.

11. Packaging and Labeling

The Market encourages the use of recyclable packaging, and prohibits the use of Styrofoam packaging. All packaged food products (e.g., jams, jellies, salsa, nuts, etc.) must be labeled. Labels must include the Vendor's name and address; ingredients listed in order of volume (most to least); and potential allergenic ingredients. It is recommended that Vendor's also list their phone number on the label.

12. Annual Gross Sales Reporting

All Vendors are required to report their Annual Gross Sales by the third Wednesday in November, utilizing the online management software they register with, or via paper format. Individual Vendor reports will be kept confidential by Market Staff. Aggregate data will be used for future grant proposals, economic impact data collection, and Market reports. ***Failure of Market Vendors to report Annual Gross Sales, as required under this Policy, will result in said Vendor being disqualified to participate in the following Market Season. No appeals process provided.***

13. Idaho Sales Tax Reporting

Vendors must complete an Idaho Sales Tax Form ST-124 as required by the Idaho State Tax Commission. All Vendors are required by law to have a copy of Form ST-124 in their

assigned space at all times. The Idaho State Tax Commission reserves the right to perform unscheduled inspections for tax compliance throughout the Market Season.

14. Agreement to Hold Harmless, Defend, and Indemnify

In order to participate in the Market, all Vendors shall sign an agreement that holds City harmless for any and all actions or inactions of every Market Vendor or person associated with such Vendor, and agree to defend and indemnify City for any claim filed against City related to any and all activities which are associated with the Vendor, the Market, or the Vendor's business.

15. Permits and Licenses

At the time of application, all Vendors shall provide current copies of any permits and licenses applicable and necessary for the sale of their products. For a list of permits and licensing resources, please refer to Appendix 5.

16. Third Party Certifications

All Vendors presenting products as third-party-certified, such as organic, Certified Naturally Grown, etc., shall include the authorized certification form with their Vendor application. Certification will be checked for compliance with the certifying entity or organization. Vendors not in compliance with their certification requirements, or cannot produce a current certification, will be required to remove signage stating the certification(s).

17. Annual Vendor Orientation

All Vendors are required to attend the mandatory annual Vendor Orientation meeting prior to start of Market Season, at a date and time set by the Community Events Manager. Failure to attend will result in one of the following scenarios:

a. Tier 1 Vendors – Loss of eligibility to participate in the upcoming Market season.
b. Tier 2 Vendors – Loss of eligibility to participate in the upcoming Market season.
c. Tier 3 Vendors – Loss of designated Market space.

If illness, emergency, or another unanticipated conflict forces absence, the Vendor must contact the Community Events Manager as soon as they are able.

18. Non-Attendance

Vendors are required to communicate with the Community Events Manager on or before the Friday before the Market day that will be missed. If illness or emergency forces non-attendance, the Vendor must contact the Community Events Manager as soon as they are able.

19. Setup

Setup may begin at 5:00 a.m. Vendors are to enter on 5th Street, pull into their assigned space, unload their items to the sidewalk, and exit via 3rd Street or 6th Street. Vendors will park their vehicle a minimum of two (2) City blocks away from the Market (parking is available at Moscow City Hall and the adjacent Jefferson lot. See Appendix 8 – Vendor Parking Map). Once a Vendor's vehicle is parked, they can then begin setting up their space for the Market. ***Large vehicles and trailers should arrive early to allow sufficient time for unloading during setup***. Vendors must allow for traffic flow and may not block the main thoroughfare. 5th Street will be closed to all vehicles at 7:15 a.m. Vendors must be in their

assigned space and be unloaded by 7:30 a.m. All vehicles must be off Main Street by 7:30 a.m., unless otherwise specifically allowed by the Community Events Manager. All tents must be placed as close to the adjacent curb as is physically possible, unless specifically authorized by the Community Events Manager to do otherwise.

20. Take-Down

5th Street will remain closed to Vendor traffic until 1:10 p.m. to ensure the safety of any children and patrons who may still be in the main thoroughfare. Beginning at 1:00 p.m., Vendors may begin to disassemble their space and move items to the sidewalk before retrieving their vehicle. **Vendors shall not retrieve their vehicle before items are ready to be loaded**. No vehicle may enter or leave the Market Location unless directed to do so by the Community Events Manager, a Peace Officer, or an emergency services provider. Vendors must allow for traffic flow and may not block the 5th Street alley, the main thoroughfare, or obstruct traffic on Washington Street. Vendors may continue loading their items from the sidewalk after 2:00 p.m. if their vehicle is off Main Street, in a parking stall, and facing the direction of traffic flow. The City requires that the Market Location be completely vacated by Vendors and made available to the public by 2:00 p.m.

21. Early Departure / Selling Out

Vendors requiring early departure must inform the Community Events Manager and obtain permission prior to leaving. Vendors must carry goods, supplies, and equipment out of their assigned space without using a vehicle. Vendors that sell out are encouraged to remain in their assigned space, but may pack-up items and carry them out without the use of a vehicle.

22. Vendor Space Assessment

All Vendors are subject to a Market space walk-through by the Community Events Manager and/or members of the Farmers Market Commission acting in an official capacity. The purpose of the on-site walk-through is to ensure all Vendors are current on required permits and licenses, and also to inspect the Vendor's goods and operations. Vendors found to be violating Market policies will be subject to penalties.

23. Resale

The resale or reselling of any product is strictly prohibited.

Policy Violations

Unless explicitly stated, violation of any Policy will be subject to the penalties outlined below. The purpose of penalties is to encourage communication between Vendor(s) and Market Management to correct the action so that the Vendor, where possible, may continue to sell goods within the Market. Penalties are cumulative whether the same Policy has been violated multiple times or multiple Policies violated multiple times. Nothing related to the Market's penalties shall affect, in any way, other laws and/or regulations with which Vendors must comply (e.g., health, tax, police, fire, etc.).

Penalties

All penalties will be issued via a carbon copy format; one (1) for the Vendor's records, and one (1) for the Market's records. See Appendix 4 – Moscow Farmers Market Notice of Penalty.

1. First Penalty

   A verbal warning shall be given to the Vendor.

2. Second Penalty

   A written warning shall be given to the Vendor. Vendor will provide Management an email or letter that states how the Vendor will correct the behavior. Failure to receive a statement from the Vendor will result in a forced absence for the next Market attendance.

3. Third Penalty

   A fifty-dollar ($50) fine will be imposed upon the Vendor. Failure to remit payment will result in the Vendor being prohibited from attending Market until the fine is paid.

Enforcement

The City of Moscow Farmers Market ("Market") Policies will be enforced by the on-site Community Events Manager and/or in consultation with the Deputy City Supervisor, depending on circumstances. As the Market Location encompasses public right-of-way or City-controlled property, City reserves its right to regulate activities which occur within such public property. All Vendors agree to abide by Market Policies upon acceptance into the Market.

Egregious Behavior and Offense

In the cases of a Vendor(s) acting in threatening or belligerent behavior, Management has the right to cease sales for the remainder of the Market and have the Vendor be dismissed early from the Market. Management will issue a penalty and present a case of expulsion or termination from the Market to the Farmers Market Commission. Vendor will be provided an opportunity to state their case, either orally, or in writing.

Appeals Process

If a Vendor has been found in violation of Market Policies, and where the Vendor believes the penalty imposed is based upon inaccurate or incomplete information, or would constitute an unfair action if imposed, the Vendor may use the appeals process.

1. Appealing a Penalty

Vendor(s) who have been issued a penalty for an alleged Policy violation may appeal the decision within five (5) business days of the violation.

2. Written Statement

Appeals must take the format of a written statement, detailing the reasons as to why the Vendor did not violate the Policy. Statements must be addressed to the Assistant City Supervisor.

3. Number of Appeals

Vendor(s) may only appeal the alleged violation one (1) time.

4. Final Decision

Any decision regarding the appeal will be rendered within five (5) days of receiving the appeal, and shall be final.

Effective Date

These policies shall be effective upon approval by the Moscow City Council.

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Appendices

Appendix 1 – Moscow Farmers Market Map and Boundaries

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Appendix 2 – Moscow Farmers Market Vendor Fees

Number of days in attendance at the Market & associated fee by stall size									
Tier 1 ($15 reg. fee)	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	
11'x15' ($30/day)	$30	$60	$90	$120	$150	$180	$210	$240	
5'x15' ($15/day)	$15	$30	$45	$60	$75	$90	$105	$120	
Tier 2 ($50 reg. fee)	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**
11'x15' ($20/day)	$180	$200	$220	$240	$260	$280	$300	$320	$340
5'x15' ($12/day)	$108	$120	$132	$144	$156	$168	$180	$192	$204
Tier 3 ($125 reg. fee)	**18**	**19**	**20**	**21**	**22**	**23**	**24**	**25**	**26**
11'x15' ($15/day)	$270	$285	$300	$315	$330	$345	$360	$375	$390
5'x15' ($9/day)	$162	$171	$180	$189	$198	$207	$216	$225	$234
Additional Amenities									
Electricity *Limited outlets, 16 amp max*	Flat rate of $10/day, regardless of Tier								
Non-Neighbor Spaces	Flat rate of $5/day, regardless of Tier								
Vehicle Surcharge	Flat rate of $15/day, regardless of Tier								
Other Vendor Categories									
Performance/ Busker	$7 per group								
Youth Vendor	$6 per group								

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Appendix 3 – Safety Compliance Requirements

The Moscow Volunteer Fire Department requires Vendor compliance with the following items at all times. Vendors are subject to inspection on an irregular basis for these requirements:

1. Tents, Canopies, Umbrellas, etc.

a. Weights. Weights are required on all types of coverings utilized by Vendors to reduce risk and harm from blow down. Each anchor point must have no less than twenty-four pounds (24 lbs.) weighing it down.

b. Attachment. Weights requiring tethering shall:

i. Not create a tripping hazard;

ii. Use lines that are visible with soft edges to avoid abrasions; and

iii. Be securely attached to the tent, canopy, etc., at ground level, and not above a person's head, to prevent a clothesline effect.

c. Tripping Hazards. Any part of a tent, canopy, etc., in a walkway, will apply red or florescent tape to prevent tripping hazards.

2. Fire Extinguishers

a. Certified Fire Extinguishers. Vendors shall arrange for annual service of their fire extinguishers and ensure that a 'verification tag of service date' is in place.

b. Number of Fire Extinguishers. A minimum of one (1) five-pound (5 lb.) ABC type portable fire extinguisher is required for each Vendor with any type of cooking device or warming plate.

c. Class Type. A class K rated portable extinguisher is required for deep-vat fry cooking equipment involving vegetable or animal oils and fats.

3. Portable Cooking Devices

a. Tent Standards. The national standard set by the National Fire Protection Agency (NFPA) 701 applies to the Market regarding portable cooking devices under any type of coverings. Vendors using this method to prepare or cook food shall do one (1) of the following:

i. Provide a certificate from an approved testing laboratory that states the covering's materials and performance meet the criteria outlined in NFPA 701; or

ii. Provide the brand of flame-retardant used to treat the covering. Treatment application must be through an approved manner that meets the flame propagation performance criteria outlined in NFPA 701.

b. Combustible Materials. No combustible material shall be within five feet (5') of any open flame or portable cooking device.

c. Smoke Stacks. Portable cooking devices with a smoke stack must be a minimum of five feet (5') from any combustible material.

d. Gas Cylinders and Tanks. Secure compressed gas cylinders to prevent tipping and potential damage to the stem and/or regulator. Approved methods include chained to a stable structure or placed in a milk crate. Always secure gas cylinders in an upright, vertical manner on a flat surface.

4. Electrical Cords

a. Cord Standards. All electrical cords shall be Underwriters Laboratories (UL) Approved.

b. Tripping Hazards. Cover all electrical cords to prevent tripping hazards.

5. Fire Lanes

A minimum fire lane of twenty-five feet (25') shall be maintained at all times.

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Appendix 4 – Moscow Farmers Market Notice of Penalty

MOSCOW FARMERS MARKET

POLICY VIOLATION NOTICE OF PENALTY **NO. XXXXX**

Today's date: __/__/____

Date of policy violation: __/__/____

Date penalty issued: __/__/____

☐ 1st – verbal warning

☐ 2nd – written warning

☐ 3rd – $50 fine

MOSCOW FARMERS MARKET VENDOR HANDBOOK POLICY VIOLATED BY VENDOR

_____

Name and job title of Moscow Farmers Market staff issuing penalty

_____

Signature of Moscow Farmers Market staff issuing penalty

VENDOR INFORMATION ☐ Tier 1 ☐ Tier 2 ☐ Tier 3

Primary contact for Vendor: _____
First name Last name

Vendor doing business as: _____
Name of Business Operation

By signing this policy violation, I acknowledge receipt of penalty notice for my business operation at the Moscow Farmers Market

Signature of Vendor primary contact: _____ Date: _____
MM/DD/YYYY

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Appendix 5 – Permits, Licensees, and Resource Contacts

Permits and licensing information is different for each Vendor category. The following list is not exhaustive and is meant for user education purposes.

Food & Drug Administration (FDA) Food Safety Modernization Act (FMSA) Preventative Controls in Human Food Rule – Value-added projects and processed products made on-farm and in licensed commercial kitchens
https://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/ucm525201.htm

Public Health – Idaho North Central District
333 East Palouse River Drive
Moscow, ID 83843
(208) 882-7506 or (208) 799-3100
https://www.latah.id.us/ncdhd/

Idaho State Seed Lab (ISDA) Seeds
2240 Kellogg Lane
Boise, ID 83712
(208) 332-8630
www.agri.idaho.gov

Idaho State Tax Commission
800 Park Blvd., Plaza IV
Boise, ID 83701
(800) 972-7660 or (208) 334-7660
www.tax.idaho.gov

Moscow Volunteer Fire Department
229 Pintail Lane
603 South Main
Moscow, ID 83843
(208) 882-2831
jwilliams@ci.moscow.id.us

Self-guided tool to determine if FMSA Produce Safety Rule applies to your farm
https://uidaho.co1.qualtrics.com/jfe/form/SV_8D1ucSlEeq749AF

State of Idaho Alcohol Beverage Control
Idaho State Police
700 S. Stratford Dr., Ste. 115
Meridian, ID 83642
(208) 884-7060
https://www.isp.idaho.gov/abc/

State of Idaho – Department of Agriculture (ISDA)
Bedding plants, landscape plants, fresh or cut flowers
2270 Old Penitentiary Road
P O Box 790
Boise, ID 83701-0790
(208) 332-8620
www.idahoag.us

State of Idaho – Department of Agriculture (ISDA)
Dairy Bureau
2270 Old Penitentiary Road
P O Box 790
Boise, ID 83701
(208) 332-8550

State of Idaho – Department of Agriculture (ISDA)
Egg handler/dealer
2270 Old Penitentiary Road
P O Box 790
Boise, ID 83701-0790
(208) 332-8500
www.agri.idaho.gov
https://adminrules.idaho.gov/

State of Idaho – Department of Agriculture (ISDA)
Food Safety Modernization Act (FMSA) Produce Safety Rule – Fresh produce (fruits, vegetables, herbs, and other food crops)

2270 Old Penitentiary Road
P O Box 790
Boise, ID 83701
(208) 332-8698
https://agri.idaho.gov/main/inspections/fsma-main/

State of Idaho – Department of Agriculture (ISDA) Organic
2270 Old Penitentiary Road
P O Box 790
Boise, ID 8 3701-0790
(208) 332-8673
www.idahoag.us

State of Idaho – Nursery
Plant Industries Division
P O Box 790
Boise, ID 83701
(208) 332-8620
www.agri.idaho.gov

State of Idaho Weights and Measures
2270 Old Penitentiary Road
P O Box 790
Boise, ID 83701-0790
(208) 332-8620
www.idahoag.us

University of Idaho Community Food Systems
Educator Colette DePhelps
Ag Science 333
875 Perimeter Dr.
MS2338
Moscow, ID 83843
(208) 883-4003
cdephelps@uidaho.edu

University of Idaho Extension FMSA Food Safety for Produce Growers
322 E. Front Street, Ste. 190
Boise, ID 83702
(435) 287-8773
http://www.uidaho.edu/extension/food-safety-for-produce-growers

University of Idaho Latah County Extension Small Farmers Educator, Iris Mayes
200 S. Almon St., Ste. 201
Moscow, ID 83843
(208) 883-2267
latah@uidaho.edu
www.uidaho.edu/extension

Bees (Apiary). Idaho Bee Inspection Program. All beekeepers are required to register their bees with the Idaho State Department of Agriculture (ISDA) and pay a registration fee, as well as a honey advertising tax on each colony of bees.
https://agri.idaho.gov/main/plants/bees-apiary-inspection/

Dairy. Selling raw milk; information on small herd exemptions, and selling shares of raw milk.
Idaho State Department of Agriculture, Dairy Bureau (208) 332-8550.
https://agri.idaho.gov/main/animals/dairy-bureau/

Eggs. It is a requirement under Title 37, Chapter 15, Idaho Code, "Egg and Egg Products" and IDAPA 02.02.11 "Rules Governing Egg and Egg Products" to comply with the laws and rules if you are a distributor of egg and/or egg products or if you have three hundred (300) or more birds. If an individual **has less than three hundred (300) birds**, the eggs can be sold without complying with the requirements; however, the eggs must be clean and the container must be labeled with the individual's name, address, phone number, and the words "UNGRADED EGGS".
https://agri.idaho.gov/main/animals/avian-species/eggs/

Fresh Produce. The Food Safety Modernization Act (FSMA) Produce Safety Rule was made final on January 26, 2016, and establishes science-based minimum standards for the safe growing, harvesting, packing and holding of fruits and vegetables grown for human consumption. Many, if not all farms, will be impacted by at least part of the FSMA Produce Safety Rule, even those that are very small. Compliance dates for some parts of the rule are already underway, with full compliance for many farms starting in January 2018. The FDA has a brief summary of the key requirements for the final Produce Safety Rule available on their website.
https://www.fda.gov/downloads/Food/GuidanceRegulation/FSMA/UCM472887.pdf.

The University of Idaho has developed a self-guided tool to determine if the FMSA Produce Safety Rule applies to your farm. https://uidaho.co1.qualtrics.com/jfe/form/SV_8D1ucSlEeq749AF.

For regulatory compliance in Idaho, https://agri.idaho.gov/main/inspections/fsma-main/.
For regulatory compliance in Washington, https://agr.wa.gov/FoodAnimal/FSMA/FSMA_food.aspx

Meat. Idaho does not have any State inspected meat processing facilities so all meat sold by the cut at the Farmers Market needs to be processed in a USDA approved facility. Contact your local Health Department at (208) 882-7506 for any food license requirements and additional information on best practices for selling meat in the Market. https://agri.idaho.gov/main/animals/

Nursery, Florists, and Landscaping. Anyone who engages in, conducts, or carries on the business of propagating, growing, selling, dealing in, or importing into Idaho, for sale or distribution, any nursery or florist stock, or engages in the installation of landscape plants, or acts as an agent, salesman, or solicitor for any nurseryman, florist, landscape contractor, or dealer in nursery or florist stock, must first obtain a license to do so from the Idaho State Department of Agriculture. Pursuant to Idaho Code § 2305(2), sellers with less than $500 gross annual sales are exempt from licensing.
https://agri.idaho.gov/main/plants/nurseries-florists-and-landscaping/

Organic. The Idaho State Department of Agriculture's Organic Certification Program is an accredited certifying agent of the USDA's National Organic Program. It provides certification services for crops, wild crops, livestock, and handlers/processors. The Department also provides material registration for manufactures who produce inputs used in organic production. https://www.usda.gov/topics/organic

Poultry. Poultry sales and processing regulations fall under Idaho Health and Welfare, but your local Health Department (Idaho North Central Health District) is your contact for making sure you are in compliance at (208) 882-7506 or (208) 799-3100.
http://idahopublichealth.com/79-environmental-health/92-food-protection.

Processed and Value-Added Foods. The Food Safety Modernization Act (FSMA) Preventative Controls for Human Food Rule was finalized in 2016. Compliance dates for some businesses began in September 2016 and additional compliance dates for farms and very small businesses will begin in September 2018. It is important to understand how the PCHF Rule applies to your business. FDA website on the FSMA Final Rule for Preventive Controls for Human Food. https://www.fda.gov/Food/GuidanceRegulation/FSMA/ucm334115.htm.

See pages 7 and 20 of the FDA PCHF Compliance Guide to determine if you have to comply with the rule.
https://www.fda.gov/downloads/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/UCM526507.pdf.

Please note, all facilities are required to notify FDA about their compliance status. To learn more about notifying FDA, see page 18 of the Compliance Guide.

Soil and Plant Amendments. Registration with ISDA is required in order to distribute soil or plant amendments in the State of Idaho. https://agri.idaho.gov/main/plants/

Weights and Measures. ISDA W&M requires any weighing or measuring instrument or device used for commercial purposes in the State of Idaho, to be licensed annually. This includes scales to measure produce at the Market. https://agri.idaho.gov/main/weights-and-measures/

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Appendix 6 – How to Become an Approved Vendor

1. Basic Requirements

☐ I am the grower/producer of my products
☐ My business operates within 200 air-miles of Moscow, Idaho

2. Specific Requirements

a. Site Visits. Those wishing to sell items that qualify them as an Agricultural Vendor are subject to a Site Visit of their operation either before or during the Market Season. ***While this is a requirement for Agricultural Vendors, ALL VENDORS are subject to a site visit***. The Market schedules Site Visits in advance and includes members from the Farmers Market Commission and Farmers Market Staff. The purpose of a Site Visit is to learn more about a Vendor's operation and ensure compatibility between the on-site practices and the Market's values and philosophies. The Market requires that Agricultural Vendors, that are in the sub-category of Forager, disclose where product was harvested within a five [5] square mile description. The Market reserves the right to require a Vendor to sign a disclosure form, under penalty of perjury, stating that no laws were violated in harvesting or selling of wild mushrooms, plants, or berries.

b. Craft & Food Juries. The Craft & Food Juries provide an opportunity for potential Vendors to display their items as if they were at the Moscow Farmers Market. The Market provides participants <u>one</u> six foot (6') table for set up. Participant(s) has one (1) hour to set-up prior to the start of the Jury. At the end of the Jury, participants have one (1) hour to take down their display and collect their supplies. The Market will discard any items or supplies left behind.

   A jury panel handles, examines, and/or tastes presented items. Jury panelists are comprised of Farmers Market Commission members, Arts Commission members, and other community residents selected for their expertise. A participant's score is based on their Table Display, Sourcing, and Product Design and Integrity. Each evaluator completes a Jury Score Card (see examples on following pages) per participant. Score cards are tallied and an average score is provided per participant. The Market requires that participants receive a minimum score of seventy percent (70%) to be qualified to participate in the Market.

   The Community Events Manager reserves the right to select fewer qualified Vendors based on availability of space and current Market product mix. The Community Events Manager notifies prospective Vendors of the Jury results within two (2) business days. Upon approval, qualified vendors are expected to attend the mandatory Annual Vendor Orientation and may begin the registration process. Paperwork must be completed and submitted prior to requesting a space assignment. Approval does not equate to receiving space at the Market. Prospective Vendors who do not receive the minimum qualifying score may re-submit a

Reservation Form and re-jury at a later date. Upon request, the Community Events Manager provides evaluation feedback to prospective Vendors seeking to make improvements to their operation.

Those wishing to sell items that qualify them as a Non-Agricultural Vendor (Prepared Food Vendor and/or Craft/Artisan Vendor) shall do the following:

i. Reservation Form. Submit a Craft and Food Jury Reservation Form by 5:00 p.m. on the stated deadline for the desired jury date they wish to attend.
ii. Vendor Statement. Submit a Vendor Statement that describes their tools, techniques, and traditions that are utilized in creating their final product(s).
iii. Sourcing List. Submit a materials/ingredients sourcing list that includes businesses, farms, locations of where they source items to create their final product(s).
iv. Price/Menu List. Include pricing of items and/or a menu of product offerings as part of their table display at the jury.
v. Prepared Food Vendors only:
    - A legible drawing, photograph, or digital rendering of proposed booth layout that includes handwashing station location, prep areas, etc.
    - Completed Food Risk Assessment Form or copy of current Food Permit License.
    - Examples of packaging for unsealed/open food items (i.e. plates, bulk containers, to-go packaging, etc.). Styrofoam packaging and containers are not permitted.

ARTISAN/CRAFT CRITERIA		Poor (0)	Average (1)	Excellent (2)	Notes *(shared with prospective vendors that request them and are entered into the Market's record database)*
DISPLAY	Display is visually appealing (6 points)				
	Neat and attractive				
	Items are relatable and present a cohesive theme				
	Product list is present and prominently displayed with prices (prices listed on each item is an acceptable substitute)				
SOURCING	Products feature local sourcing (4 points)				
	Material choices reveal a consideration for environmental and economic sustainability				
	Material choices are sourced locally within a 200 air-mile radius				
PRODUCT DESIGN AND INTEGRITY	Products offer a distinct look and feel not readily duplicated (12 points)				
	Unique				
	Structurally intact				
	Exhibit craftsmanship				
	Exhibit original design				
	Reflect local/regional area				
	Made by the prospective vendor without excessive reliance on ready-made or mass-produced elements *(e.g. pre-die-cut objects, pre-fabricated objects, stamp kits, promo items, etc.)*				

Display: Sourcing: Product design & integrity:	**Minimum qualifying score:** 15.5/22 = 70%
All products accepted: ☐ Yes ☐ No (list products not accepted below)	**Participant's score:** ___/22 = ___%
Notes to the Community Events Manager:	

HOT/PREPARED/PROCESSED/ PACKAGED FOOD CRITERIA		Poor (0)	Average (1)	Excellent (2)	Notes *(shared with prospective vendors that request them and are entered into the Market's record database)*
DISPLAY	Display is visually appealing (6 points)				
	Neat and attractive				
	Item arrangement reveals forethought for customer engagement				
	Menu is present and prominently displayed with prices				
SOURCING	Products feature local sourcing (4 points)				
	Ingredient choices reveal a consideration for environmental and economic sustainability				
	Ingredient choices are sourced locally within a 200 air-mile radius				
PRODUCT DESIGN AND INTEGRITY	Product flavors & textures are appealing (6 points)				
	Appearance (sight)				
	Flavor (taste) & Aroma (smell)				
	Unique with an innovative approach to cuisine and original recipes by prospective vendors				
	Products presented in an appetizing manner (6 points)				
	Ingredient(s) label present and distinct				
	Potential allergen warnings clearly listed				
	Serving and packaging techniques exhibit adequate food safety practices *(e.g. hot food served at appropriate temperatures, dairy products served at appropriate temperatures, packaged food seals are unbroken, etc.)*				

Display: Sourcing: Product design & integrity:	**Minimum qualifying score:** 15.5/22 = 70%
All products accepted: ☐ Yes ☐ No (list products not accepted below)	**Participant's score:** ___/22 = ___%
Notes to the Community Events Manager:	

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Appendix 7 – Friendship Square Use Policy during Farmers Market Season

Resolution No. 2012-05

RESOLUTION NO. 2012 - 05

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A POLICY FOR THE USE OF FRIENDSHIP SQUARE ON MARKET DAYS DURING THE FARMERS MARKET SEASON; PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Friendship Square is City property owned, operated, and controlled by the City; and

WHEREAS, Friendship Square functions, in part, as a downtown meeting place, a place for arts performances, playground and visiting uses, protests and demonstrations, and the presentation to the public of various messages, ideas, and public expressions; and

WHEREAS, Moscow's Farmers Market (hereinafter "the Market") has been in existence for many years; and

WHEREAS, the Market is an integral part of various downtown Saturday activities during the months of May through October annually; and

WHEREAS, multiple individuals and groups (in increasing numbers) seek to access the Farmers Market audience and participants (also increasing in number) by utilizing a portion of Friendship Square on Market days; and

WHEREAS, the City wishes to make space in Friendship Square available to individuals and groups to allow them to present their messages, ideas, opportunities, and information on Market days (Saturdays) during the Farmers Market Season; and

WHEREAS, the Council believes that these Friendship Square regulations comprise Constitutionally reasonable time, place, and manner restrictions and coordination of uses in Friendship Square during Market days; and

WHEREAS, the City also wishes to coordinate Friendship Square uses by reserving portions of Friendship Square for pedestrian, music, arts and other performances, visiting, emergency access, playground uses, recreation, and other uses and access to the Market and Main Street; and

WHEREAS, coordination and accommodation of such multiple uses in Friendship Square on Market days are consistent with the law, City goals and values, and will support Market activities without undue interference with the Market;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow as follows:

The attached *Friendship Square Use Policy During Farmers Market Season* is hereby adopted and shall be effective upon publication according to law.

PASSED AND APPROVED by the Council and Mayor of the City of Moscow, Idaho, this 16th day of April, 2012.

ATTEST:

Stephanie Kalasz, City Clerk

CITY OF MOSCOW INCORPORATED JULY 12 1887 STATE OF IDAHO

Nancy Chaney, Mayor

RESOLUTION 2012-05 FRIENDSHIP SQUARE USE POLICY FARMERS MARKET APRIL 16, 2012 PAGE 1 OF 4

FRIENDSHIP SQUARE USE POLICY
DURING FARMERS MARKET SEASON

A. Definitions. For purposes of this Friendship Square Use Policy During Farmers Market Season ("Policy"), certain words and terms used herein are defined as follows:

City of Moscow Farmers Market, Farmers Market, Market. City-sponsored selling and associated activities which take place every Saturday from May through October in the downtown area which focuses on the sale of locally grown and/or value added produce and goods and which has traditionally occurred in 4th Street and South Jackson Street parking lot (and as shown on Attachment "A" incorporated into this Policy).

Friendship Square. The pubic pedestrian mall area in downtown Moscow immediately south of the Moscow Hotel, immediately north of the Skattaboe Building, east of the 4th Street and South Jackson Street parking lot and west of Main Street, as designated on the Attachment "A", incorporated into this Policy.

Market day. Every Saturday during the Farmers Market Season (from May through October) during which the Market is in operation, (i.e., 8:00 a.m. to 1:00 p.m. local time).

Speaker(s). A person or entity whose presence in Friendship Square on a Market day is primarily for the purpose of presenting a message, activity or opportunity to the Market audience, participants, and/or members of the public and which message or activity does not compete directly with Market Vendors. This includes individuals or groups who wish to utilize Speakers Space for local arts, philanthropic, charitable, non-profit, social, and other similar purposes governed by this Policy.

Speakers Space. The area generally south of the current emergency access lane, playground and permanent benches in Friendship Square and north of the north wall of the Skattaboe building currently occupied by New Saint Andrews College and Bloom Restaurant (minus the spaces in front of the ingress/egress features) that is currently available for continuing use by Speakers, as described in this Policy and as shown on Attachment "A".

B. Background. Since the establishment of the Farmers Market in the early 1970's, a portion of Friendship Square (adjacent to the Market) has been used during Market hours of operation for local arts, philanthropic, performance, pedestrian, charitable, non-profit, social, and similar purposes. Individuals and groups in Friendship Square during Market days focus principally on getting their "message" or opportunity out to those participating in the adjacent Market (approximately 5,329 people per Market day).

The City wishes to preserve part of Friendship Square (i.e., the area in Friendship Square not identified and set apart as "Speakers Space" in Attachment "A") for the emergency access lane that runs east-west through the entirety of Friendship Square so that it remains free and open for access and/or use by emergency responders. The City also desires to allow for the safe and open use of the established public playground and benches during Farmers Market hours of operation. Additionally, the non-Speakers Space portion of Friendship Square to the north and south of the emergency access lane needs to remain open for visiting, foot traffic, bicycle, stroller, wheelchair, and similar movement through Friendship Square to access the Market and Main Street, and for music, arts, and other programs (including those organized or sponsored by City) that occur within Friendship Square as a multi-faceted downtown public venue.

Because Moscow is an inclusive community with a deep and long-term commitment to education and diversity (in all of its aspects), the City wishes to preserve space to accommodate "messages" and Speakers ("Speakers Space") in Friendship Square.

C. Policy Purpose. The City wishes to coordinate the multiple and varied uses of Friendship Square during Market days of the Market Season. Uses include playground, pedestrian and other travel through Friendship Square, maintenance of an emergency access lane, music and arts performances, demonstrations by various arts groups and the like, and presentations of various messages, ideas, philosophies and opportunities by various individuals and groups who wish access to the Market participants and members of the public on Market day. The City does not intend to control or regulate and coordinate the message or content of a Speaker's "speech" on a Market day, but rather, desires to reasonably regulate and coordinate the time, place and manner of the speech by allowing Speakers to avail themselves of the designated Friendship Square Speakers Space on Market days while continuing to coordinate and accommodate their use of Friendship Square on Market day. Also, the City desires to preserve the principally non-commercial nature of Friendship Square and the Speakers Space to the extent allowed by law.

By this Policy, the City does not wish to interfere with Market Policies or activities and desires that this Policy be administered independently from any Market Policy. Additionally, because of the multiplicity of uses and because of the increased density of occupancy in Friendship Square during Market day operations, with the exception of a "service animal" (as defined in the Americans With Disability Act 2010 Final Regulations), dogs and other animals and pets are not allowed in Friendship Square during the hours of 8:00 a.m. through 1:00 p.m. local time on Saturdays in May through October, unless specifically authorized in writing by the City Parks and Recreation Director for a specific planned event or demonstration (such as a raptor show or magic act).

D. Speakers' Activities. Within the Speakers Space, Speakers are allowed to offer information, answer questions, hand out materials, participate in discussions, and/or suggest ideas relative to their cause or message in whatever lawful manner they wish. Speakers may sell or give away promotional and other articles with the sponsoring individual or group's name, logo, cause, or graphic on them. The selling of raffle or other tickets for future local events (plays, concerts, charities, fundraisers, etc.); campaign and other political activities; solicitation and acceptance of donations; fundraising; food drives; and similar commercial speech and/or activities that do not compete with Market Vendors, are allowed in the Speakers Space during Market hours. Speakers may not sell, distribute, or give away any item that is available for purchase from a Vendor in the Market.

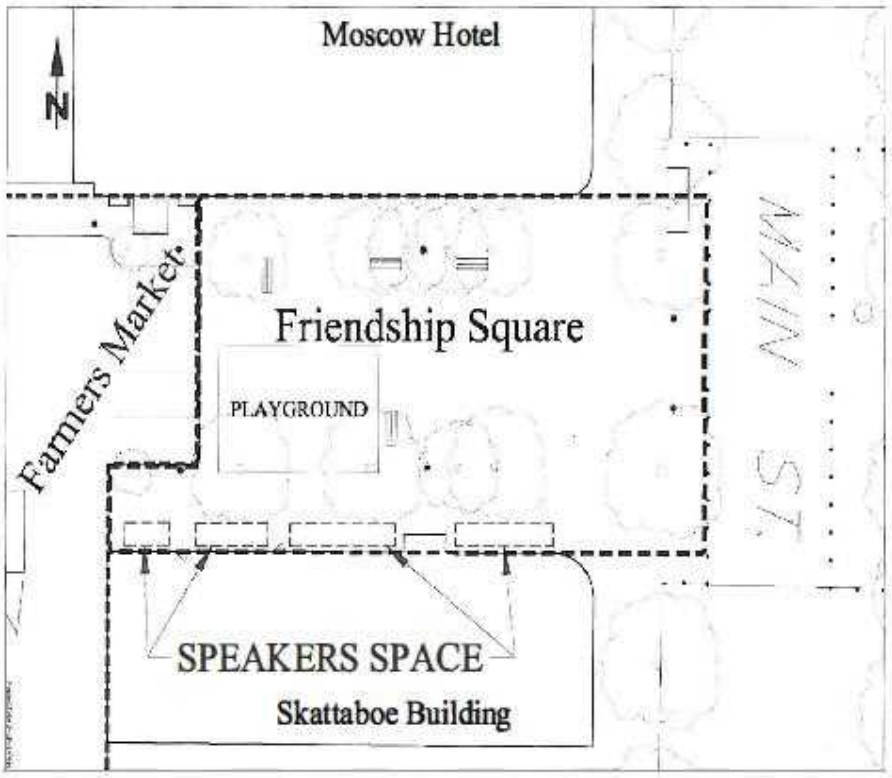
"For-profit" individuals and groups may use the Speakers Space if their presence is not intended to and does not result in on-site sales (other than those allowed Speakers by this Policy), taking orders for merchandise and/or for paid services. For-profit concerns may wish to contact the City for information on how to qualify as a Vendor in the Market.

Any individual or group using all or part of the Speakers Space may also move freely within Friendship Square and within public spaces outside of the Market but such Speaker(s) may not conduct business, sales or Speakers activities within the Market. Speakers are allowed to place temporary structures in the Speakers Space (such as a piece of equipment, a table, or self-standing sign), so long as the structures are removed by 2:00 p.m. local time on Market day.

E. The Speakers Space, identified in Attachment "A" attached to this Policy and fully incorporated herein by reference, is reserved for Speakers and Speakers activities during Market days, pursuant to this Policy.

F. Alternatives to Speaker(s) Display in Friendship Square. If there is no Speakers Space available on a Market day pursuant to this Policy, the City may be contacted about using other public facilities and/or other venues or outlets for their messages, such as peaceful moving pickets or demonstrations on City sidewalks outside of the Friendship Square Speakers Space; the use of City parks and other public spaces, venues, and facilities; securing of a Vendor permit pursuant to Moscow City Code Title 9, Chapter 11; using Friendship Square during non-Market hours, etc.

ATTACHMENT " A "



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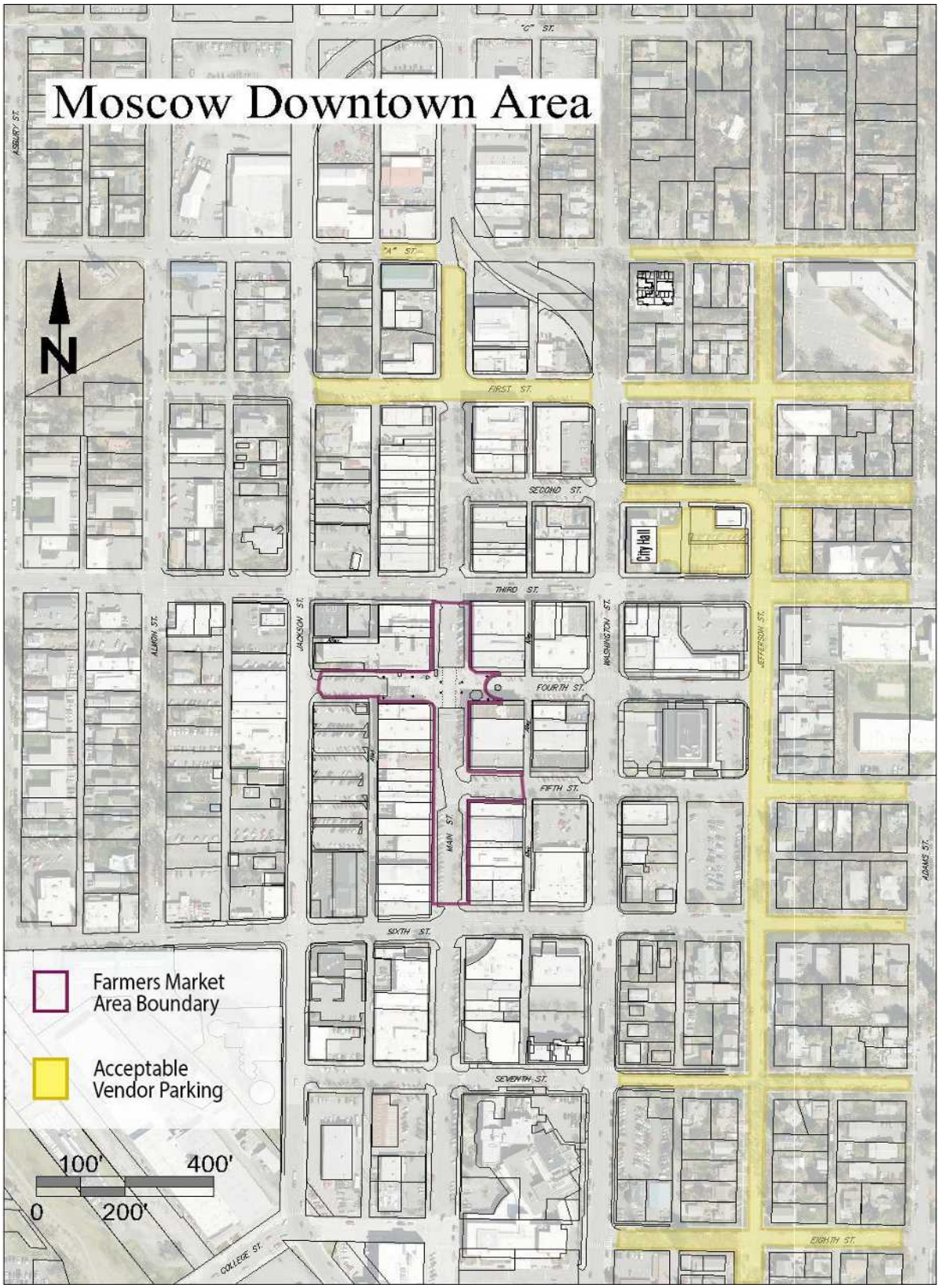
Appendix 8 – Vendor Parking Map



CITY COUNCIL STAFF REPORT

DATE: Monday, March 1, 2021

AGENDA ITEM TITLE

Haddock Building Remodel Project Bid Award (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, Deputy City Supervisor, Community Planning and Design

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

The City recently purchased the Haddock Building, located at 504 S. Washington Street, to address the overcrowding currently present in the Mann Building. Prior to the purchase of the Mann Building the City had intended to remodel the existing Police Station for that purpose but it was determined that acquisition and remodel of the Haddock Building would be a more cost-effective option. The project is an interior remodel which includes the demolition and reconfiguration of interior walls, construction of a new permits service counter, new floor coverings, new LED lighting and ceiling system, demolition and reconstruction of a non-compliant interior staircase, replacement of an outdated electrical panel and other electrical system reconfiguration, and interior painting.

The project was advertised for bid on January 2nd and 16th with a bid opening on February 11th. Three bids were received. K&G Construction from Lewiston, Idaho was the lowest bidder with a base bid of $311,000 and bid Alternate #1 (replacement of the non-compliant interior staircase) of $48,000 for a total bid amount of $359,000. After further review, Staff is not recommending acceptance of Alternate #1 and instead will work with the contractor to explore a more cost effective handrail alteration to the existing staircase. In addition to the interior remodel, the building also needs a new roof as well as the replacement of the HVAC units which are over 30 years old and reaching their end of life. The City has received bids for the roof replacement at $29,192 and the HVAC unit replacement at $21,875. With the addition of those additional items, the total construction cost is $362,067. The City programed $475,700 for the project within the City's Capital Improvement Plan and the City's FY2021 Capital Projects budget. This item was reviewed and recommended for approval by the Public Works Finance Committee on February 22, 2021.

STAFF RECOMMENDATION

Accept the low bid from K&G Construction, Inc., award the contract for the bid amount of $311,000, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS

PROPOSED ACTIONS: Accept the low bid from K&G Construction, Inc., award the contract for the bid amount of $311,000, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount; or take such other action deemed appropriate.

FISCAL IMPACT

$311,000 From Capital Projects Line Item 350-310-10-770-72

PERSONNEL IMPACT

ATTACHMENTS

1. Construction Contract
2. Bid Tally
3. K&G Bid
4. Bid Documents

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the twenty fourth day of February
in the year two thousand twenty one
(In words, indicate day, month and year.)

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

The parties should complete A101®–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.

BETWEEN the Owner:
(Name, legal status, address and other information)
City of Moscow, Idaho
221 E. Second Street
Moscow, ID 83843

and the Contractor:
(Name, legal status, address and other information)
K&G Construction, LLC
625 D Street
Lewiston, ID 83501

for the following Project:
(Name, location and detailed description)
City of Moscow Haddock Building Remodel
504 S. Washington Street, Moscow ID

The Architect:
(Name, legal status, address and other information)
James D. Boudreau, B.A.D. Studio, PC
926 Peachtree Dr.
Moscow, ID 83843

The Owner and Contractor agree as follows.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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 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. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

☐ The date of this Agreement.

☑ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

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§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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

☐ Not later than ninety (90) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be three hundred eleven thousand and no/100 dollars ($ 311,00.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

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§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

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

Two hundred fifty dollars ($250.00) per day.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fourth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the twenty eighth day of the (same) month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 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.

§ 5.1.6 In accordance with AIA Document A201®–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 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 Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 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:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of all items.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor'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; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 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.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 6.2 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 15.4 of AIA Document A201–2017

☑ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 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.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bill Belknap
221 E. Second Street
Moscow, ID 83843

(208) 883-7011
bbelknap@ci.moscow.id.us

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§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Chris Kilcup

625 D Street

Lewiston, ID 83501

(208) 553-4440
ckilcup@kandgconstructionllc.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

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.5 Drawings

Number	Title	Date
Construction Drawings (10 pages)	Architectural	12-20-20

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages
Addendum #1	01-29-21	4
Addendum #2	02-05021	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages

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☑ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA 201	General Conditions	02-24-21	38
Exhibit A 006	Supplemental Conditions	02-24-21	13

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Contractor's Bid - February 11, 2021

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

OWNER *(Signature)*	CONTRACTOR *(Signature)*
(Printed name and title)	*(Printed name and title)*

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AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the twenty fourth day of February in the year two thousand twenty one
(In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

City of Moscow Haddock Building Remodel
504 S. Washington Street, Moscow ID

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

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201–2017 contains additional insurance provisions.

THE OWNER:
(Name, legal status and address)

City of Moscow, Idaho
221 E. Second Street
Moscow, ID 83843

THE CONTRACTOR:
(Name, legal status and address)

K&G Construction, LLC
625 D Street
Lewiston, ID 83501

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201®–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

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§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The

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Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

☐ § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

☐ § A.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

☐ § A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

☐ § A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

☐ § A.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

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☐ § A.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

☐ § A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

☐ § A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

☐ § A.2.5.2 Other Insurance
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

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§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ($) each occurrence, ($) general aggregate, and ($) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal injury and advertising injury;

.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

.4 bodily injury or property damage arising out of completed operations; and

.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than ($) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

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§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

☐ § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible,

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and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

☐ § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

☐ § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

☐ § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

☐ § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

☐ § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

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ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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BID TALLY SHEET

Haddock Building Remodel

Opening February 11th, 2021 at 2:00 p.m.
Council Chambers, Second Floor of City Hall

	Company Name	Base Bid Amount	Bid Alternate	Proposed Subcontractors	Bid Bond	Public Works Contractor's License	Addendum #1	Addendum #2
1.	Quality Contractors, LLC	$489,500	$38,000	(Y) N	(Y) N	(Y) N	(Y) N	(Y) N
2.	Kenaston Corporation	$385,000	$38,300	(Y) N	(Y) N	(Y) N	(Y) N	(Y) N
3.	K & G Construction, LLC	$311,000	$48,000	(Y) N	(Y) N	(Y) N	(Y) N	(Y) N

BID PROPOSAL FORM

ALL BIDS SHALL BEAR THIS ADDRESS:
City of Moscow
221 E. Second Street
Moscow, ID 83843

ARTICLE 1

PROJECT NAME AND LOCATION	City of Moscow Haddock Building Remodel 504 S. Washington Moscow, ID 83843	
ARCHITECT OR ENGINEER	James D. Boudreau 926 Peachtree Dr. Moscow, ID 83843	(208)310-0289
CONTRACT TIME	**CALENDAR DAYS:** 90 consecutive calendar days	
LIQUID. DAMAGES	**EACH EXCESS CALENDAR DAY:** $250.00	
BID OPENING	**DATE:** February 11, 2020 **TIME:** 2:00 p.m. **PLACE:** Bid opens at City Council Chambers, Moscow City Hall 206 E. Third Street, Moscow, Idaho 83843	
NAME AND ADDRESS OF BIDDER TELEPHONE NO.	K&G Construction, LLC 625 D Street, Lewiston, ID 83501 208-553-4440	
IF PARTNERSHIP NAMES OF PARTNERS	N/A	
IF CORPORATION STATE OF INCORPORATION	Idaho	
BID GUARANTEE Min. 5% of Base Bid	**UNDERLINE ONE:** BID BOND, CASH, CERTIFIED CHECK, CASHIER'S CHECK	
ADDENDA RECEIPT ACKNOWLEDGED	**ADDENDA NUMBERED: 1 X 2 X** **(Check all that have been received)**	
ALLOWANCE ACKNOWLEDGED	**NONE LISTED:** X	

ARTICLE 2

IN COMPLIANCE WITH THE NOTICE TO CONTRACTORS-INVITATION TO BID, AND IN ACCORDANCE WITH THE INSTRUCTIONS TO BIDDERS, THE CONTRACT DOCUMENTS, DRAWINGS AND SPECIFICATIONS FOR THE PROJECT, THE UNDERSIGNED BIDDER, BEING DULY LICENSED TO PERFORM SUCH WORK BY THE STATE OF IDAHO AND BEING THOROUGHLY FAMILIAR WITH ALL LOCAL CONDITIONS AFFECTING THE COST OF THE PROJECT, HAVING CAREFULLY EXAMINED THE SITE, CONTRACT DOCUMENTS, DRAWINGS AND SPECIFICATIONS AND ANY ADDENDA THERETO PREPARED BY THE PROJECT ARCHITECT OR ENGINEER, PROPOSES TO PROVIDE, AND TO FURNISH FOR THE COSTS SET FORTH IN THE FOLLOWING BID SCHEDULE, ALL LABOR AND MATERIAL, TOOLS, UTILITIES, TRANSPORTATION, EQUIPMENT AND SERVICES REQUIRED TO PERFORM AND TO COMPLETE IN A WORKMANLIKE MANNER ALL THE WORK FROM THE DATE OF THE NOTICE TO PROCEED WITHIN THE ESTABLISHED CONSTRUCTION TIME, SUBJECT TO LIQUIDATED DAMAGES FOR EXCESS WORKING TIME AS ESTABLISHED UNDER ARTICLE 1.

ARTICLE 3 BID SCHEDULE

BASE BID **DESCRIPTION:** Base Bid.

FOR THE SUM OF:

three hundred and eleven thousand DOLLARS ($ 311,000)

ALTERNATE #1 **DESCRIPTION:** Staircase and guardrail.

FOR THE SUM OF:

forty eight thousand DOLLARS ($ 48,000)

THE LOW BIDDER WILL BE DETERMINED ON THE BASIS OF THE BASE BID PLUS ANY ALTERNATES WHICH ARE ACCEPTED. ALTERNATES MAY BE ACCEPTED IN ANY ORDER AND ARE NOT REQUIRED TO BE ACCEPTED IN SEQUENTIAL ORDER AS THEY ARE LISTED ON THE BID PROPOSAL FORM.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good for a period of sixty (60) calendar days after the scheduled opening time for receiving bids.

Upon receipt of written Notice of Intent to Award of this bid, Bidder will execute the formal Contract within ten (10) calendar days and deliver a Surety Bond or Bonds as required by Article 7 "Performance and Payment Bonds" of the Instructions to Bidders.

ARTICLE 4 LIST OF SUBCONTRACTORS

Plumbing

(Name) K&G Construction

(Address) 625 D Street, Lewiston, ID 83501

Idaho Plumbing Contractors License No. PLB-J-10083

Heating, Ventilating & Air Conditioning

(Name) GROPP

(Address) 225 WEST A PO Box 8929 - MOSCOW ID

Idaho Public Works Contractors License No. PWC-C-14557-A-4

Idaho HVAC Contractors License No. HVC-C-1183

Electrical

(Name) GROPP

(Address) 225 WEST A PO BOX 8929 - MOSCOW ID

Idaho Public Works Contractors License No. PWC-C-14557-A-4

Idaho Electrical Contractors License No. ELE-C-33091

Should the listing of subcontractors change due to selection of alternates or other similar circumstances, attach explanation.

The undersigned notifies that it is of this date duly licensed as an Idaho Contractor and further that it possesses Idaho Contractor's License No. RCE-17115, and is domiciled in the State of IDAHO.

Dated this 11 (date) day of 2 (month), 2021 (year).

Respectfully submitted by:

K&G Construction, LLC
(Company)

(Seal - if bid is by a corporation)

625 D Street
(Street or PO Address)

Lewiston, ID 83501
(City, State and zip code)

(Authorized Signature)

Managing Member
(Title)

208-553-4440
(Telephone Number)

N/A
(FAX Number)

Have you remembered to include bid security (bid bond or a certified or cashiers check)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

K & G Construction, LLC
625 D Street
Lewiston, ID 83501

SURETY:
(Name, legal status and principal place of business)
Old Republic Surety Company
P. O. Box 1635
Milwaukee, WI 53201-1635
Mailing Address for Notices
P.O. Box 1635
Milwaukee, WI 53201-1635

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

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

OWNER:
(Name, legal status and address)

City of Moscow
206 East Third Street
Moscow, ID 83843

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Haddock Building Remodel Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 9th day of February, 2021.

(Witness)

(Witness)

K & G Construction, LLC
(Principal) *(Seal)*

By: Managing Member
(Title)

Old Republic Surety Company
(Surety) *(Seal)*

By: Pamela A. Nelson
(Title) Pamela A. Nelson , Attorney-in-Fact

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Pamela A. Nelson

its true and lawful Attorney(s)-In-Fact, with full power and authority, not exceeding $50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds),*** as follows: Execution Date: February 9, 2021

Surety Bond number: Bid Bond

Principal: K & G Construction, LLC

Obligee: City of Moscow

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 1st day of October, 2018.

OLD REPUBLIC SURETY COMPANY

Jane E. Cherney
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 1st day of October, 2018, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Brookfield, WI this 9th day of February, 2021.

Jane E. Cherney
Assistant Secretary

ORSC 22262 (3-06)

ADVERTISEMENT FOR BIDS
CITY OF MOSCOW HADDOCK BUILDING REMODEL

Sealed bids will be received at City Council Chambers of Moscow City Hall, 206 East Third Street Moscow, Idaho 83843 through **2:00 P.M.** prevailing local time on **February 11, 2021**. Bid proposals may be mailed prior to the opening to the attention of the Moscow City Clerk at 206 E. Third Street, Moscow, Idaho 83843. All mailed proposals must be received by the City Clerk prior to the bid opening time listed above and must be marked as "Haddock Building Remodel Project" on the outside of the bid package.

Proposals will be opened and publicly read at the City Hall at the above hour and date.

Plans, specifications, bid proposal forms and other information are available for examination at:

Spokane Regional Plan Center
P.O. Box 2968 / 209 N. Havana
Spokane, WA 99202
(509) 328-9600/FAX: 328-7279
projectinfo@plancenter.net

Lewiston / Clarkston Plan Service
2117 12th Ave.
Lewiston, ID 83501
(208) 746-3591
lclplancenter@gmail.com

Tri-City Plan Center
20 E. Kennewick Ave.
Kennewick, WA 99336
(509) 582-7424
bidinfo@tcplancenter.com

Missoula Plans Exchange
201 N. Russell
Missoula, MT 59801
(406) 549-5002/FAX: 721-2941
mpe@vemcoinc.com

DESCRIPTION OF WORK: The work consists of all labor, materials, equipment, and services necessary to remodel an existing approximately 7,500 square foot, two-story structure in accordance with the plans and specifications cited above.

BID BOND: A bid bond equal to 5% of the amount bid must accompany the bid proposal. (See instructions to bidders.)

PUBLIC WORKS CONTRACTOR'S LICENSE: Public Works Contractor's License for the State of Idaho is required to bid on this project. (See instructions to bidders and general conditions for further bidder qualifications.)

ESTIMATED COST: $201,012 base bid, plus $23,500 for bid alternates

CONTRACT TIME: Ninety (90) calendar days. (See instructions to bidders, bid proposal and agreement.)

PRE-BID CONFERENCE: A pre-bid conference will be held **January 21, 2021 at 2:00 P.M.** at the City Council Chambers, Moscow City Hall, 206 East Third Street Moscow, Idaho 83843; with a building walkthrough to follow at the project site located at 504 S. Washington Street, in Moscow, Idaho.

END OF ADVERTISEMENT FOR BIDS.

Publish January 2 & 16, 2021

HADDOCK BUILDING T.I.

504 SOUTH WASHINGTON
MOSCOW, IDAHO 83843

ABBREVIATIONS

ALSO SEE INDIVIDUAL SHEETS FOR OTHER ABBREVIATIONS NOT LISTED HERE

&	AND
∠	ANGLE
@	AT
℄	CENTERLINE
⌀	DIAMETER OR ROUND
#	POUND OR NUMBER
A.C.T.	ACOUSTICAL CEILING TILE
ACOUST.	ACOUSTICAL
ADJ.	ADJUSTABLE
APPROX.	APPROXIMATE
ARCH.	ARCHITECTURAL
A.F.F.	ABOVE FINISH FLOOR
BLDG.	BUILDING
BLK.	BLOCK
BLKG.	BLOCKING
BM.	BEAM
BOT.	BOTTOM
CAB.	CABINET
CER.	CERAMIC
C.F.C.I.	CONT. FURNISHED, CONT. INSTALLED
CLG.	CEILING
CLR.	CLEAR
COL.	COLUMN
CONC.	CONCRETE
CONN.	CONNECTION
CONST.	CONSTRUCTION
CONT.	CONTINUOUS
C.T.	CERAMIC TILE
CTSK.	COUNTERSUNK
CTR.	CENTER
CPT.	CARPET
DBL.	DOUBLE
DEPT.	DEPARTMENT
DTL.	DETAIL
DIA.	DIAMETER
DIM.	DIMENSION
DN.	DOWN
DR.	DOOR
DWG.	DRAWING
EA.	EACH
ELEV.	ELEVATION
ELECT.	ELECTRICAL
EQ.	EQUAL
EXIST.	EXISTING
EXT.	EXTERIOR
F.E.	FIRE EXTINGUISHER
F.E.C.	FIRE EXTINGUISHER CABINET
F.F.	FACTORY FINISH
FIN.	FINISH
F.I.O.	FURNISHED AND INSTALLED BY OWNER
FLR.	FLOOR
FLUOR.	FLUORESCENT
F.O.C.	FACE OF CONCRETE
F.O.F.	FACE OF FINISH
F.O.I.C.	FURNISHED BY OWNER, INSTALLED BY CONTRACTOR
F.O.S.	FACE OF STUD
FURR.	FURRING
GA.	GAUGE
GALV.	GALVANIZED
G.W.B.	GYPSUM WALL BOARD
H.C.	HOLLOW CORE
HDR.	HEADER
HDWD.	HARDWOOD
H.M.	HOLLOW METAL
HORIZ.	HORIZONTAL
HR.	HOUR
HT.	HEIGHT
H.R.	HANDRAIL
INCAN.	INCANDESCENT
I.D.	INSIDE DIAMETER (DIM.)
INSUL.	INSULATION
INT.	INTERIOR
JT.	JOINT
KIT.	KITCHEN
LAM.	LAMINATE
LAV.	LAVATORY
MAX.	MAXIMUM
MECH.	MECHANICAL
MTL.	METAL
MFGR.	MANUFACTURER
MIN.	MINIMUM
MISC.	MISCELLANEOUS
MTD.	MOUNTED
MUL.	MULLION
N.I.C.	NOT IN CONTRACT
NO.	NUMBER
NOM.	NOMINAL
N.T.S.	NOT TO SCALE
O.F.C.I.	OWNER FURNISHED, CONT. INSTALLED
OFF.	OFFICE
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
PTBD.	PARTICLE BOARD
P.LAM.	PLASTIC LAMINATE
PLY.	PLYWOOD
PR.	PAIR
PT.	POINT
PTN.	PARTITION
PRESERV.	PRESERVATIVE
P.	PAINT
Q.T.	QUARRY TILE
R.	RISER
RAD.	RADIUS
REF.	REFRIGERATOR
REINF.	REINFORCED
REQ'D	REQUIRED
RESIL.	RESILIENT
RM.	ROOM
R.O.	ROUGH OPENING
RT.	RUBBER TILE
R.B.	RUBBER BASE
R.S.	REDWOOD SIDING
S.C.	SOLID CORE
SECT.	SECTION
SHT.	SHEET
SIM.	SIMILAR
SPEC.	SPECIFICATION
SQ.	SQUARE
S.S.	STAINLESS STEEL
STD.	STANDARD
STL.	STEEL
STOR.	STORAGE
STRUCT.	STRUCTURAL
SUSP.	SUSPENDED
SYMM.	SYMMETRICAL
S.V.	SHEET VINYL
T.	TREAD
TEL.	TELEPHONE
THK.	THICK
T.V.	TELEVISION
TYP.	TYPICAL
T.L.	TRUE LENGTH
U.N.O.	UNLESS NOTED OTHERWISE
V.C.T.	VINYL COMPOSITION TILE
VERT.	VERTICAL
VEST.	VESTIBULE
V.T.	VINYL TILE
W/	WITH
W.COV.	WALLCOVERING
WD.	WOOD
W/O	WITHOUT
WP.	WATERPROOF
WT.	WEIGHT
W.R.	WATER RESISTANT

DRAWING SYMBOLS

ROOM NAME 101 — ROOM SYMBOL

101 — DOOR SYMBOL

01 — WINDOW SYMBOL

1 / A2.1 — DETAIL

1 / A2.1 — DETAIL

1 / A7.1 (1, 2, 3, 4) — INTERIOR ELEVATION

1 / A2.1 — SECTION

1 — REVISION CLOUD

PROJECT TEAM

OWNER/BUILDER

CITY OF MOSCOW
221 E. SECOND STREET
MOSCOW, IDAHO 83843
P: 208-883-7011
E: BBELKNAP@CI.MOSCOW.ID.US
CONTACT: BILL BELKNAP

ARCHITECT OF RECORD

BOUDREAU ARCHITECTURE
926 PEACHTREE DR
MOSCOW, IDAHO 83343
P: 208-310-0289
E: BIGTEX@MOPEPCO.COM
CONTACT: JIM BOUDREAU

BUILDING INFORMATION

1.	NAME OF PROJECT:	HADDOCK BUILDING T.I.
2.	STREET ADDRESS:	504 SOUTH WASHINGTON MOSCOW, IDAHO 83843
3.	ARCHITECT:	BOUDREAU ARCHITECTURE 926 PEACHTREE DR. MOSCOW, ID 83843 PH: 208-310-0289
4.	CONTACT PERSON:	JIM BOUDREAU
5.	OCCUPANCY GROUP:	B
6.	BUILDING CONST. TYPE:	V-B
7.	BUILDING AREA:	MAIN FLOOR: 3,486 S.F. UPPER FLOOR: 4,989 S.F.

GOVERNING CODES

ALL CONSTRUCTION SHALL COMPLY WITH THE FOLLOWING CODES, AMENDMENTS AND ORDINANCES AS REQUIRED BY THE CITY OF MOSCOW AND THE STATE OF IDAHO, AND ALL OTHER RECOGNIZED JURISDICTIONS HAVING AUTHORITY OVER THE PROJECT.

GOVERNING CODES:
2015 INTERNATIONAL BUILDING CODE (IBC)
2015 INTERNATIONAL MECHANICAL CODE (IMC)
2015 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)

GENERAL STRUCTURAL NOTES

ALL CONSTRUCTION PER 2015 EDITION OF THE INTERNATIONAL BUILDING CODE.

CONTRACTOR TO COORDINATE AND VERIFY DIMENSIONS, ELEVATIONS AND DETAILS WITHIN ALL DRAWINGS. IF OMISSIONS OR DISCREPANCIES ARE NOTED, CONTRACTOR TO CONTACT DESIGNER AND / OR STRUCTURAL ENGINEER FOR CLARIFICATION BEFORE BID AND / OR CONSTRUCTION.

LIMITED SERVICE DOCUMENTS

THE CLIENT HAS REQUESTED A LIMITED, REDUCED SERVICE BY BAD STUDIO FOR THIS PROJECT. THESE ABBREVIATED CONSTRUCTION DOCUMENTS DO NOT ADDRESS OR DETAIL THE MECHANICAL & ELECTRICAL SYSTEMS OR ANY STRUCTURAL COMPONENTS OF THE BUILDING (NOT EXPECTED TO CHANGE).

REFER TO THE GENERAL PROJECT NOTES REGARDING DESIGN / BUILD OF VARIOUS BUILDING SYSTEMS AND THE GENERAL STRUCTURAL NOTES FOR REQUIREMENTS RELATED TO WOOD PLATE TRUSSES AND PROPRIETARY FRAMING PRODUCTS. COORDINATE FINISHES WITH OWNERS.

GENERAL NOTES

1. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND COORDINATION OF REQUIRED INSPECTIONS.
2. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND SHALL NOTIFY THE OWNER / DESIGNER OF ANY DISCREPANCIES BEFORE COMMENCING ANY WORK.
3. ON-SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR.
4. FIELD VERIFY EXTENT OF WORK, QUANTITY OF MATERIALS REQUIRED, AND EXISTING CONDITIONS IMPACTING THE WORK SHOWN.
5. THE CONTRACTOR IS RESPONSIBLE FOR THE VERIFICATION OF AND PROVIDING ADEQUATE BEARING, CONNECTIONS, ANCHORS, AND/OR NAILING OF ALL STRUCTURAL COMPONENTS.
6. ALL SURFACES ADJACENT TO THE BUILDING PERIMETER ARE TO SLOPE AND DRAIN AWAY FROM THE BUILDING.
7. PROVIDE EROSION CONTROL MEASURES DURING CONSTRUCTION AS REQUIRED BY THE GOVERNING AUTHORITY.
8. INSTALL SAFETY GLAZING AT ALL HAZARDOUS LOCATIONS AS DEFINED BY THE CURRENT EDITION OF THE INTERNATIONAL RESIDENTIAL CODE BOTH SHEETS OF GLASS TO BE TEMPERED WHERE REQUIRED.
9. HVAC, PLUMBING, AND ELECTRICAL SYSTEMS: UNLESS OTHERWISE INDICATED OR SHOWN, THE H.V.A.C., PLUMBING, & ELECTRICAL MODIFICATIONS SHALL BE BIDDER DESIGNED AND CONFORM TO THE REQUIREMENTS OF THE CURRENTLY ADOPTED EDITION OF THE INTERNATIONAL BUILDING CODE, INTERNATIONAL FIRE CODE, INTERNATIONAL ELECTRICAL CODE, INTERNATIONAL MECHANICAL & PLUMBING CODE, N.E.C., N.F.B.U AND AS REQUIRED BY AND IN CONFORMANCE WITH THE OTHER REQUIREMENTS OF THE LOCAL BUILDING AUTHORITY. IN CASE OF DISCREPANCY WITH THE CONTRACT DOCUMENTS, THE GOVERNING CODES SHALL PREVAIL.
10. SHOP DRAWINGS / SUBMITTALS: IT SHALL BE THE BIDDERS RESPONSIBILITY TO PROVIDE COMPLETE CALCULATIONS, RISER DIAGRAMS, DRAWINGS, DETAILS, EQUIPMENT/FIXTURE INFORMATION, AND OTHER INFORMATION AS REQUIRED AND REQUESTED BY THE GOVERNING BUILDING AUTHORITY AS NECESSARY TO OBTAIN APPROVAL. IT IS THE RESPONSIBILITY OF THE BIDDER TO CONFIRM SUCH REQUIREMENTS WITH THE GOVERNING BUILDING AUTHORITY.

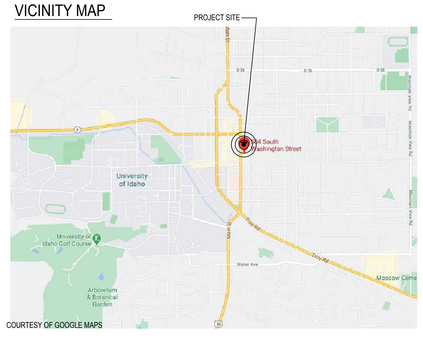
GENERAL CONSTRUCTION NOTES

1. CONTRACTOR:
   A. VERIFY ALL CABINETS / COUNTER / FLOORING MATERIALS / FINISHES / LAYOUTS WITH OWNER PRIOR TO FABRICATION / INSTALLATION. PROVIDE CABINET SHOP DRAWINGS FOR REVIEW.
   B. LAYOUT ALL WALL DIMENSIONS AND FIELD VERIFY DIMENSIONS PRIOR TO START OF CONSTRUCTION.
   C. FIELD VERIFY ACCURACY AND STACK UP OF CONSTRUCTION DIMENSIONS WITH INTERFACES TO VENDOR PRODUCTS BEFORE PROCEEDING TO SUBSEQUENT PHASES OF CONSTRUCTION.
2. DIMENSIONS: ALL DIMENSIONS ARE TAKEN FROM THE FACE OF STUD WALLS AND / OR THE OUTSIDE FACE OF FOUNDATION WALL UNLESS OTHERWISE NOTED. ALL WINDOWS OR GROUPS OF WINDOWS ARE DIMENSIONED TO CENTER.
3. HEADERS: ALL HEADERS (2) 2x10 DOUGLAS FIR #2, UNLESS NOTED OTHERWISE.
4. AIR GAPS: ALL AIR GAPS BETWEEN FRAMING CONNECTIONS, WINDOWS AND DOORS EXPOSED TO THE EXTERIOR SHALL BE FILLER WITH AN EXPANDING POLY INSULATING FOAM SEALER.
5. HANDRAILS: PROVIDE HANDRAILS ON ANY STAIRWAY WITH MORE THAN (3) RISERS - ALL HANDRAILS TO BE MOUNTED 36" ABOVE STAIR TREADS AND MUST COMPLY WITH GRASP-ABILITY REQUIREMENTS I.B.C. 1012.3.

SHEET LIST

A0.0	COVER SHEET
A1.1	MAIN FLOOR DEMO PLAN
A1.2	UPPER FLOOR DEMO PLAN
A2.1	MAIN FLOOR PLAN
A2.2	UPPER FLOOR PLAN
A2.3	MAIN FLOOR REFLECTED CEILING PLAN
A2.4	UPPER FLOOR REFLECTED CEILING PLAN
A3.1	DETAILS
I2.1	MAIN FLOOR FINISHES PLAN
I2.2	UPPER FLOOR FINISHES PLAN

VICINITY MAP



COURTESY OF GOOGLE MAPS

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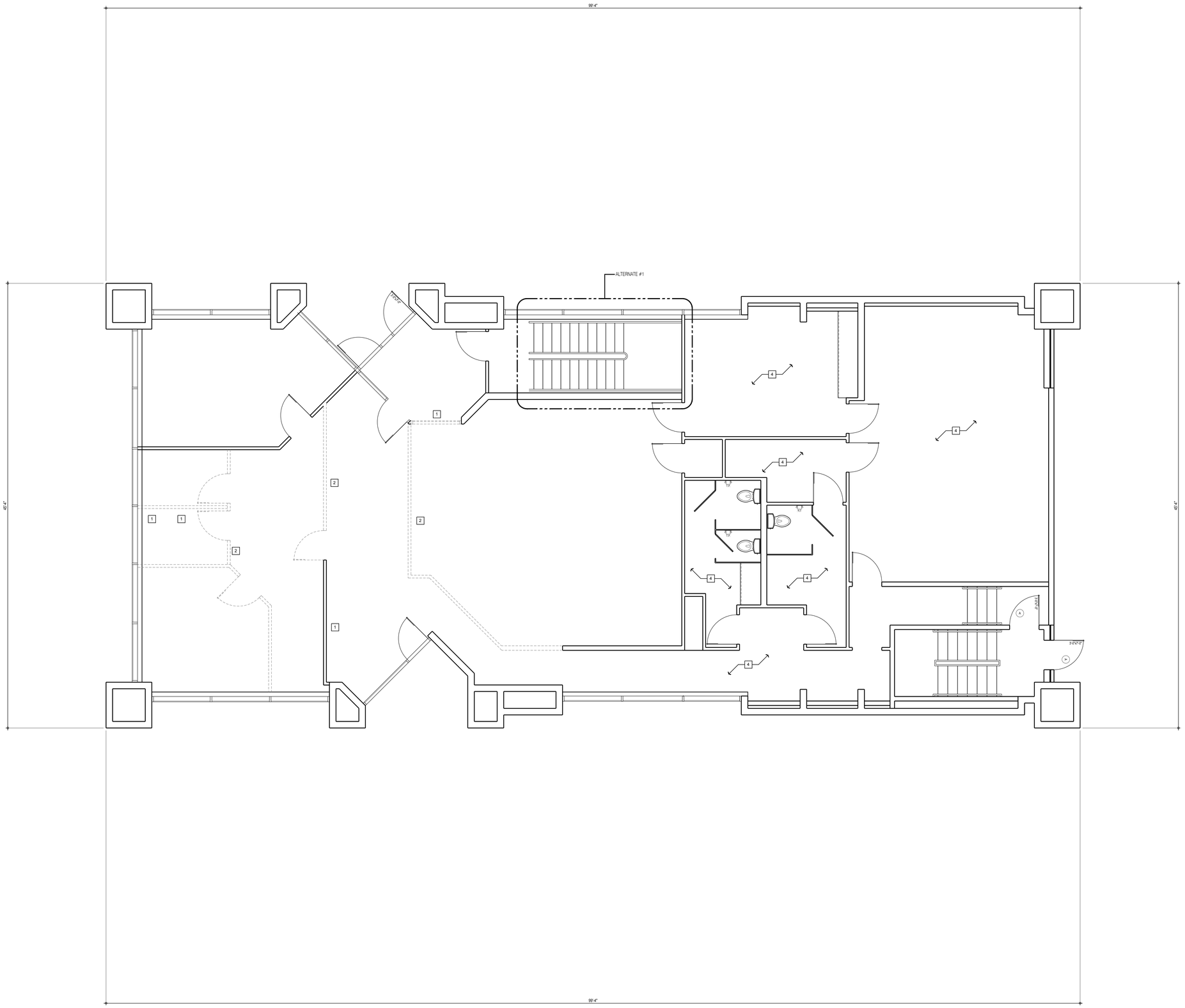

GENERAL HVAC PLAN NOTES

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2. COORDINATE AND FIELD VERIFY ALL DUCT RUNS AND LOCATIONS.

GENERAL PLAN NOTES

1. COORDINATE ALL BUILT-IN SHELVES, CABINETS, COUNTERS AND APPLIANCE LOCATIONS ETC...
2. ALL CLOSET RODS AND SHELVES SHALL BE WOOD AND CONTINUOUS. PROVIDE SUPPORT BRACKETS @ 4' O.C. MAX.
3. ALL DOORS TO BE SOLID CORE WOOD. SIZES AS INDICATED.
4. VERIFY ALL FINISHES.
5. ALL INTERIOR WALLS SHALL BE 2x4's @ 16" O.C., U.N.O.. ALL EXTERIOR WALLS TO BE 2x6's @ 16" O.C. U.N.O
6. PROVIDE SOUND BATTS / INSULATION AROUND ALL BATHROOM/OFFICE WALLS.
7. VERIFY ALL KITCHEN, UTILITY AND BATH ACCESSORIES (I.E. PAPER TOWEL HOLDERS, WALL MOUNTED KITCHEN ACCESSORIES, TOWEL BARS, TOILET PAPER HOLDERS, MOP HANGERS, ETC...) PROVIDE 2x SOLID BLOCKING FOR MOUNTING.
8. VERIFY # OF TREADS AND RISERS FOR ALL STAIRS. (7" MAX. RISER / 12" TREADS)
9. ALL DOORS OFFSET 4" (MIN.) FROM WALL ON HINGE SIDE UNLESS OTHERWISE NOTED, OR CENTERED IN WALL.
10. ALL DIMENSIONS TO EXTERIOR WALLS ARE FACE OF STUD, ALL DIMENSIONS TO INTERIOR WALLS ARE TO FACE OF STUD, UNLESS OTHERWISE NOTED.
11. (T) TEMPERED GLAZING REQUIRED
12. ALL DOOR AND WINDOW HEADS TO ALIGN- UNO. ADJUST AS REQUIRED. FIELD VERIFY.
13. ALL DRYWALL SURFACES TO BE A "LEVEL 4 - SMOOTH" FINISH. SUBMIT SAMPLES TO OWNER FOR REVIEW AND APPROVAL. SAMPLES ARE TO BE PAINTED.
14. PROTECT ALL FINISHES TO REMAIN. SALVAGE ANY EQUIPMENT/FIXTURES/FINISHES AS POSSIBLE FOR REUSE.
15. CONTRACTOR TO REMOVE ALL WALLPAPER FROM EXISTING WALLS - REPAIR AND PREP FOR PAINT (COLOR TBD).
16. CONTRACTOR TO REFINISH ALL TRIM ON EAST END OF BUILDING TO MATCH OTHER TRIM IN BUILDING.
17. BASIS OF DESIGN TO BE LIGHT GAUGE STEEL STUD CONSTRUCTION. BIDDER TO PROVIDE ALTERNATE PRICING IF WOOD FRAMING PROVIDES COST SAVINGS.
18. SECOND FLOOR ELECTRICAL BOXES TO INCLUDE (1) DUPLEX 120V OUTLET W/ (2) DATA PORTS EACH. VERIFY LOCATION WITH OWNER PRIOR TO INSTALLATION.

KEYED NOTES

NOTE: NOT ALL NOTES APPLY TO THIS SHEET.

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5. EXISTING CASEWORK & APPLIANCES TO REMAIN. DEMO COUNTERTOP, INSTALL NEW PER SPEC.
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ALTERNATES

1. DEMO EXISTING STEEL STAIR - PROVIDE AND INSTALL NEW BIDDER DESIGNED STEEL & WOOD STAIR WITH LARGER TREADS AND CODE-COMPLIANT RAILINGS/GUARDS PER IBC 2015. SEE ATTACHED STAIR LAYOUT FOR BASIS OF DESIGN (SHEET A3.1).

1 MAIN FLOOR DEMO PLAN
SCALE: 1/4" = 1'-0"

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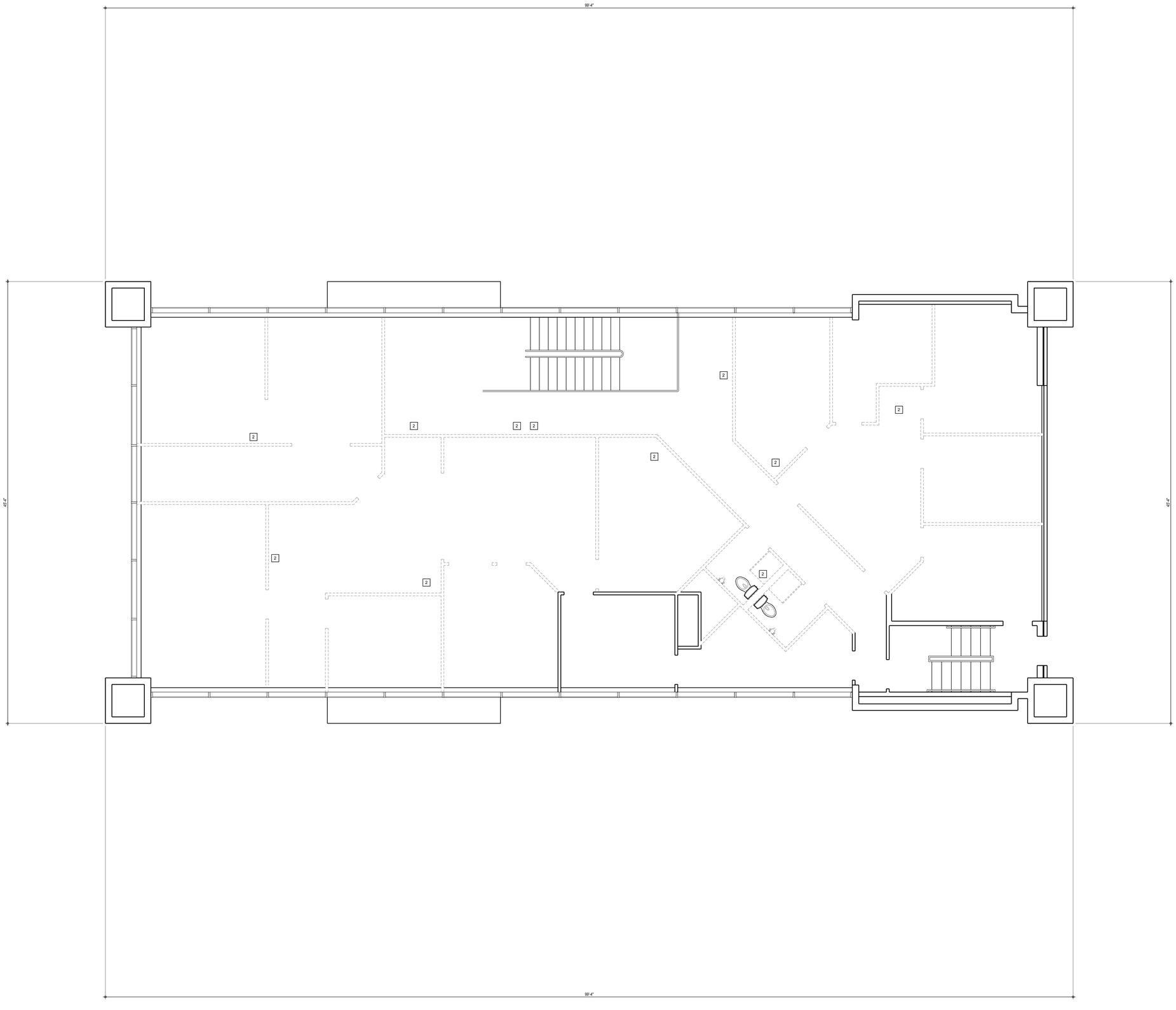

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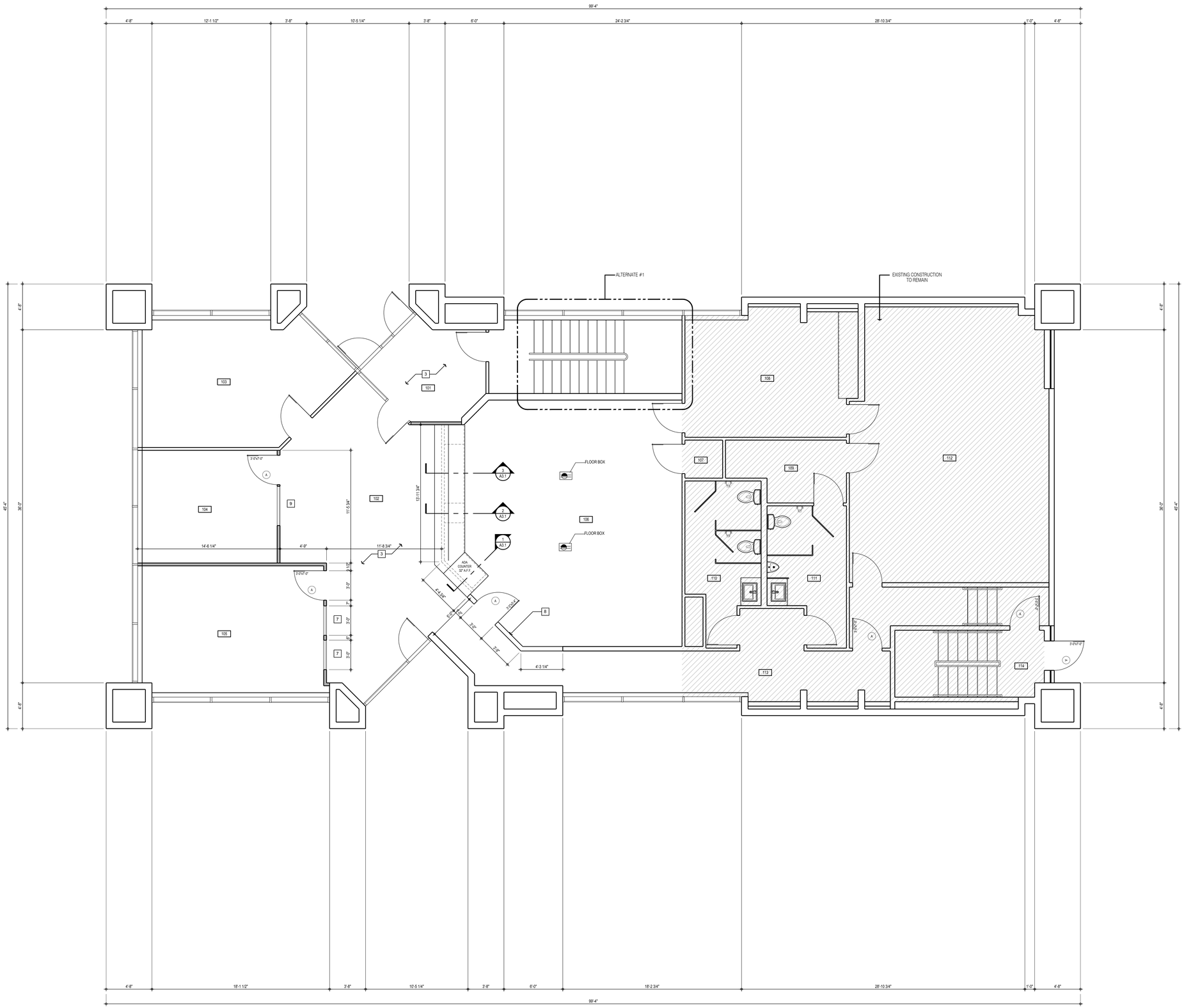

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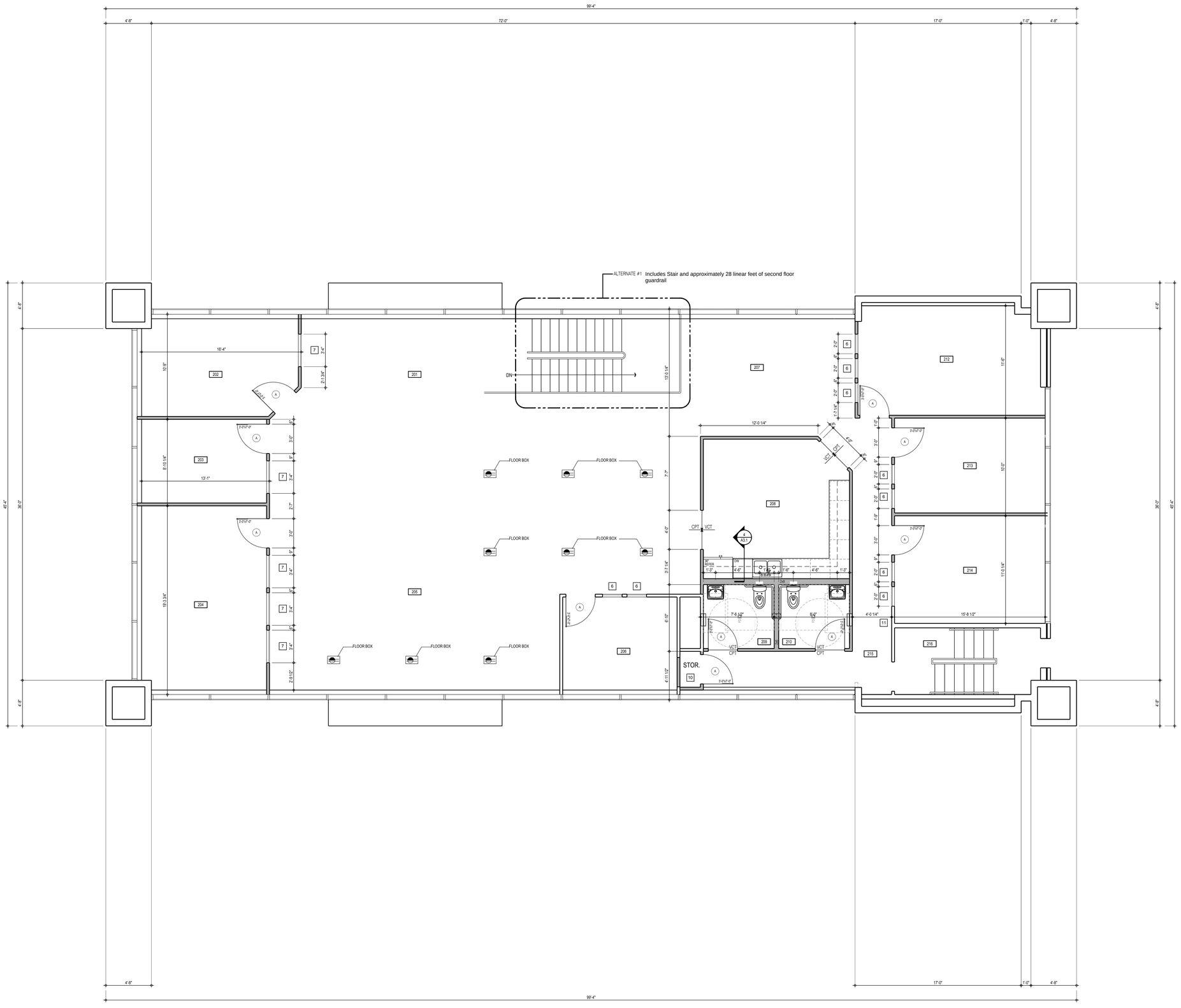

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9. SALVAGED 3'-0"x7'-0" DOOR W/ 4'-0" SIDELIGHT - PROTECT AND REINSTALL PER PLANS.
10. ADJUSTABLE P-LAM SHELVING.
11. ELECTRICAL PANEL TO REMAIN - PROTECT DURING CONSTRUCTION.

ALTERNATES

1. DEMO EXISTING STEEL STAIR - PROVIDE AND INSTALL NEW BIDDER DESIGNED STEEL & WOOD STAIR WITH LARGER TREADS AND CODE-COMPLIANT RAILINGS/GUARDS PER IBC 2015. SEE ATTACHED STAIR LAYOUT FOR BASIS OF DESIGN (SHEET A3.1).

JOHN D. BOUREAU
STATE OF OHIO
LICENSED ARCHITECT
AR-484478

926 Peachtree Dr.
Moscow, ID 83843
208.310.0289

HADDOCK BUILDING REMODEL
504 SOUTH WASHINGTON STREET
MOSCOW, ID 83843

12-19-20 CONSTRUCTION DRAWINGS

HADDOCK

DATE:	ISSUED FOR:
12-19-20	CONSTRUCTION DRAWINGS

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JOB NUMBER:
CHECKED BY: JDB

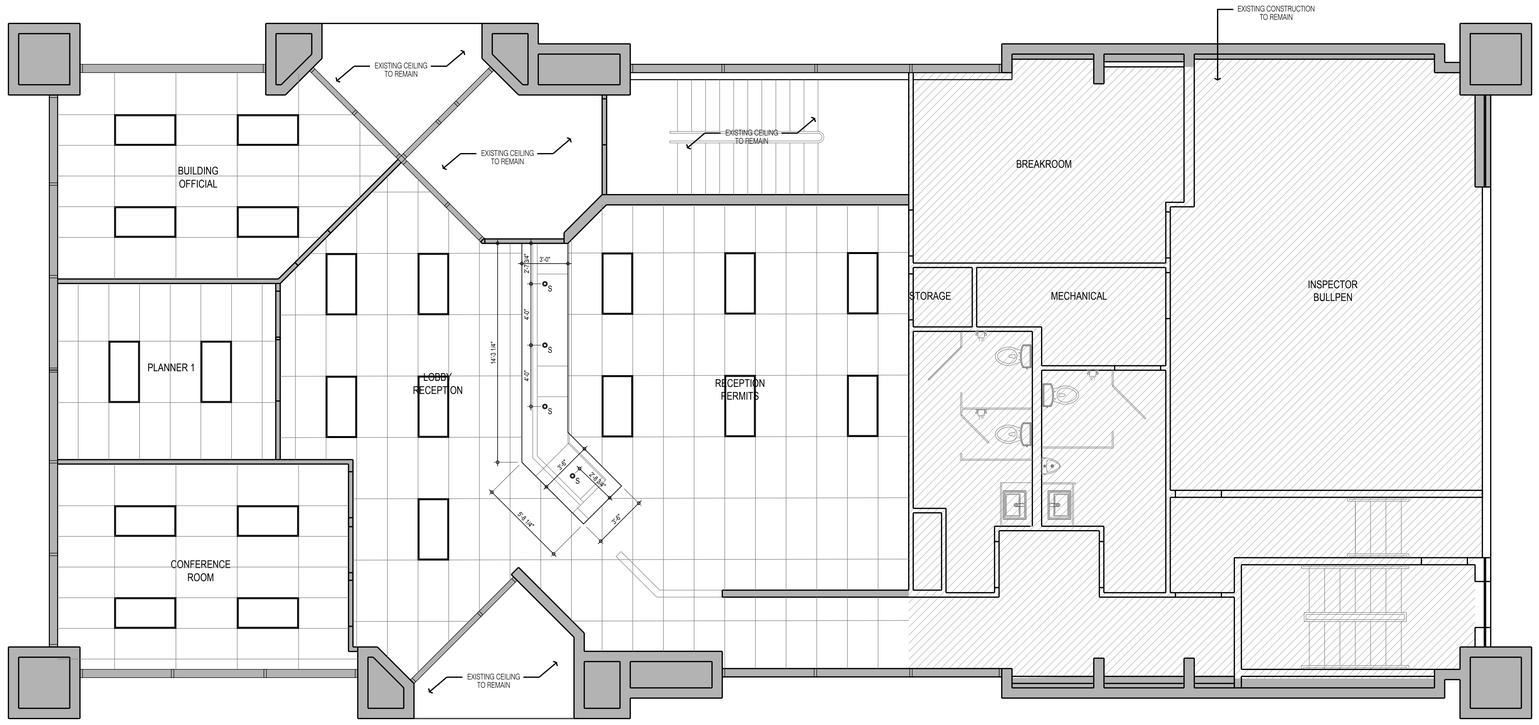
SHEET NUMBER:
A2.2

GENERAL RCP NOTES

1. ACT THROUGHOUT, U.N.O. - MATCH EXISTING CEILING HEIGHT. PROVIDE ARMSTONG GRID AND TILE.
   - INTERLUDE 9/16" DIMENSIONAL TEE SYSTEM, WHITE.
   - CIRRUS SECOND LOOK ACOUSTICAL TILE, WHITE.
2. LIGHT FIXTURES, DIFFUSERS, GRILLS TO BE CENTERED BETWEEN WALLS / BEAMS UNLESS OTHERWISE NOTED.
3. COORDINATE REFLECTED CEILING PLANS WITH ELECTRICAL AND MECHANICAL. NOTIFY DESIGNER OF AN DISCREPANCIES PRIOR TO COMMENCING WORK.
4. NOTED "℄": CENTERLINE OF ROOM OR SPACE, U.N.O. CENTERLINE NOTED: LAV / SINK / TOILET ETC... ARE TO BE CENTERED ON CABINET OR PLUMBING FIXTURE. COORDINATE WITH CABINET SUB-CONTRACTOR AND PLUMBING SUB-CONTRACTOR.
5. LIGHTS IN CLOSETS TO MEET CURRENT ELEC CODE. ALL CLOSET LIGHTS TO BE LOW VOLTAGE W/ LENS COVER AS REQUIRED TO MEET CODE. OCCUPANCY SENSORS ON ALL LIGHTING CIRCUITS.
6. ALL EXPOSED AREAS ARE INTENDED TO BE FINISHED - STAINED OR PAINTED.
7. ELECTRICAL CONTRACTOR TO PROVIDE BATTERY BACK-UP, EMERGENCY AND EGRESS LIGHTING AS REQUIRED BY CODE.
8. ELECTRICAL CONTRACTOR TO PROVIDE SEPARATE SWITCHING FOR LIGHTING IN DAYLIGHT ZONEAS REQUIRED BY CODE.

SYMBOL LEGEND

- 2'X4' LED LAY-IN FIXTURE
- MP — DECORATIVE CEILING / SOFFIT MOUNTED PENDANT FIXTURE
- V — WALL MOUNTED EXTERIOR LIGHT FIXTURE. SEE SPECIFICATIONS.
- S — 4" RECESSED LIGHT FIXTURE (SLOPED IN SLOPED CLG). SEE SPECIFICATIONS.



1 MAIN FLOOR REFLECTED CEILING PLAN
SCALE: 1/4" = 1'-0"

STATE OF IDAHO
LICENSED ARCHITECT
AR-984478

926 Peachtree Dr.
Moscow, ID 83843
208.310.0289

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GENERAL RCP NOTES

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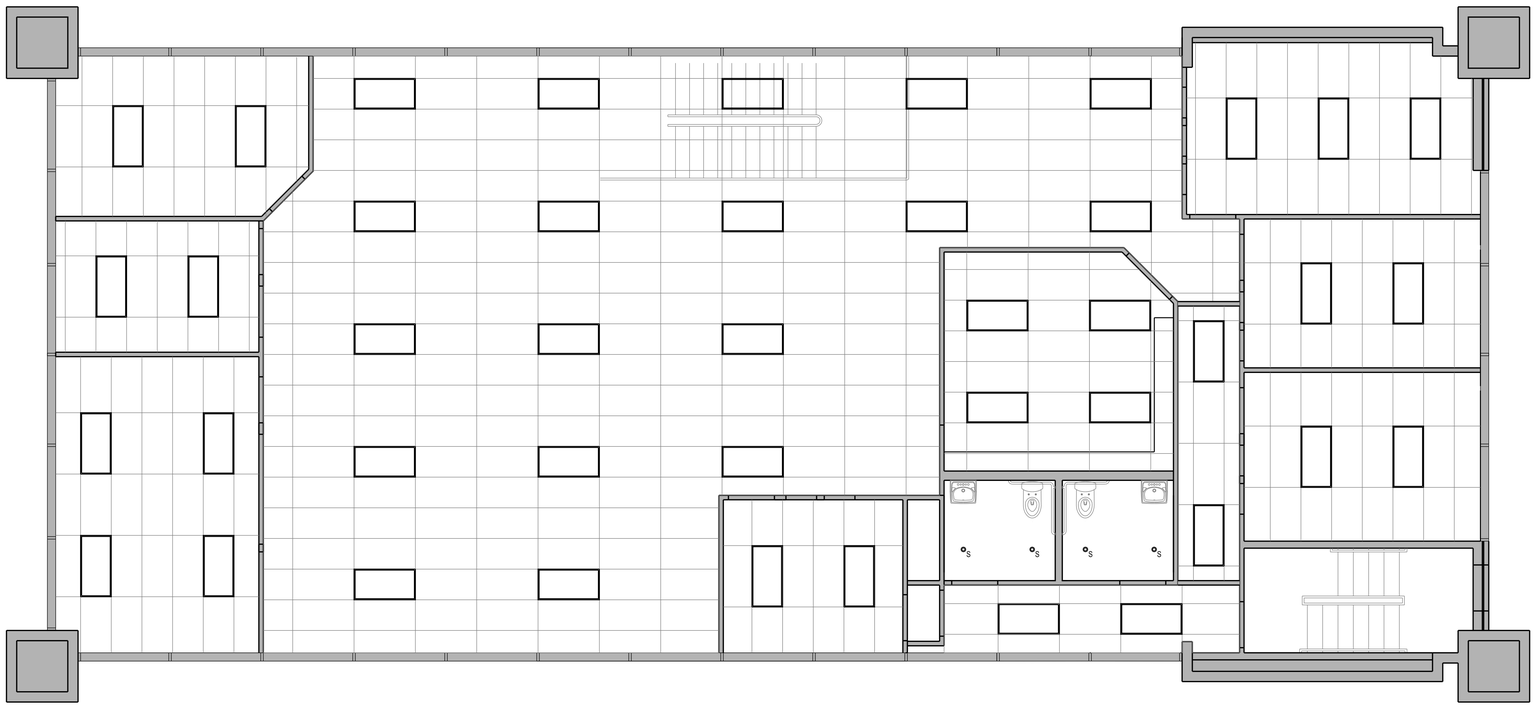

1 MAIN FLOOR REFLECTED CEILING PLAN
SCALE: 1/4" = 1'-0"

JAMES D. BOUREAU
STATE OF OHIO
LICENSED ARCHITECT
AR-484478

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A2.4

WOOD DOORS
LYNDEN
LD2000
DOOR TYPE "A"

DOOR STOP
HAGER
236W
US26D
@ ALL DOORS

ALUM / GLASS DOOR
BASIS OF DESIGN:
ASSA ABLOY
"FRAMEWORKS"
TYPE I - 487
CLEAR ANODIZED
ALUMINUM FINISH
DOOR TYPE "A"

STEEL CORNER GUARDS
INPRO
IPC STAINLESS
@ ALL EXPOSED OUTSIDE CORNERS
2"X2"X48"

DOOR HARDWARE
SCHLAGE
L SERIES
LEVER SET
US26D

HARDWARE SETS

SET 1

3 EA.	HINGE	AB933 4.5"X4.5"	630	HAGER
1 EA.	CYLINDER	COORDINATE W/ CITY OF MOSCOW	626	SCH
1 EA.	LEVER	L SERIES	US26D	SCHLAGE
1	WALL STOP	236W	630	HAGER

INTERIOR MATERIALS

CARPET - CPT1
Philadelphia Commercial
HOOK UP #54491
Color - CHARGED #91791

BASE - B1
JOHNSONITE
4" RUBBER BASE
COLOR - MATCH EXIST.

RESILIENT - LVT
Odyssey EIR Series
Color - Oria

CARPET WALK-OFF MAT
Super Nop® 52 Tile
Color - Black Walnut

PLUMBING FIXTURES

TOILET
AMERICAN STANDARD
CADET - ADA
PRESSURE ASSISTED
WHITE

LAVATORY
AMERICAN STANDARD
DECORUM
WALL-HUNG
WHITE

AMERICAN STANDARD
MONTERREY - ADA
SPREAD FAUCET
CHROME

SINK
AMERICAN STANDARD
COLONY
DROP IN DOUBLE BOWL
STAINLESS STEEL

FAUCET
AMERICAN STANDARD
COLONY
SINGLE HANDLE
CHROME

DOOR & WINDOW ABBREVIATIONS

NOTE: NOT ALL USED

AL	ALUMINUM	LHR	LEFT HAND REVERSE
FF	FACTORY FINISH	T.O.M.	TOP OF MULLION
FTHK	FACTORY THICKNESS	B.O.M.	BOTTOM OF MULLION
F	FIXED GLASS PANEL	RH	RIGHT HAND
FG	FROSTED GLASS	RHA	RIGHT HAND ACTIVE
HM	HOLLOW METAL	RHR	RIGHT HAND REVERSE
KYN	KYNAR	STL	STEEL
MI	MIRROR DOOR	STS	STEEL SLATS
S	SLIDING GLASS PANEL	T	1/4" CLEAR TEMPERED GLASS
SCW	SOLID CORE WOOD	WG	1/4" CLEAR WIRED GLASS
SF	STAIN FINISH	WD	WOOD
F.V.	FIELD VERIFY	PNT	PAINT
LH	LEFT HAND	PR	PAIR
LHA	LEFT HAND ACTIVE	GLD	GLASS DOOR
		SS	STAINLESS STEEL FINISH
		SPG	SAFETY GLASS
		WTG	WOOD w/ TEMPERED GLASS

DOOR NOTES

A.) AT ALL SWINGING DOOR AND CASED OPENING FRAME JAMBS, PROVIDE DOUBLE 16 GAUGE METAL STUDS TO STRUCTURE ABOVE.

B.) PROVIDE 4 FRAME ANCHOR CLIPS PER JAMB, TYPICAL. LOCATE CLIPS ABOVE AND BELOW TOP AND BOTTOM HINGES. SAME LOCATIONS FOR STRIKE JAMB.

C.) ALL FIRE RATED DOOR ASSEMBLIES, INCLUDING DOOR AND FRAME, SHALL COMPLY WITH CURRENT EDITION OF THE ADOPTED IBC FOR SMOKE AND DRAFT CONTROL. PROVIDE SMOKE SEALS AT HEAD AND BOTH JAMBS.

D.) HAND-ACTIVATED DOOR OPENING HARDWARE, HANDLES, PULLS, LATCHES, LOCKS AND OTHER OPERATING DEVICES ON ACCESSIBLE DOORS SHALL HAVE A SHAPE THAT IS EASY TO GRASP WITH ONE HAND AND DOES NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING OR TWISTING OF THE WRIST TO OPERATE.

E.) ALL EXIT DOORS SHALL BE OPERABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT.

F.) MAXIMUM CHANGE OF FLOOR LEVEL AT DOORS SHALL NOT EXCEED 1/2". CHANGES GREATER THAN 1/4" SHALL BE BEVELED AT A SLOPE NOT GREATER THAN ONE UNIT VERTICAL IN TWO UNITS HORIZONTAL.

G.) PROVIDE DOOR WALL STOPS AT HARDWARE LEVEL BEHIND ALL DOORS. PROVIDE FLOOR STOPS WHERE THERE IS NO REAR WALL FOR WALL STOP.

H.) ALL DOORS SHALL HAVE THE BOTTOM 10 INCHES WITH A SMOOTH UNINTERRUPTED SURFACE ON THE PUSH SIDE (ANSI 117.1 - SECTION 404.2.9)

I.) ALL DOOR REQUIRED TO BE HANDICAPPED ACCESSIBLE SHALL HAVE A MINIMUM CLEAR OPENING OF 32" WITH THE DOOR OPEN 90 DEGREES, MEASURED BETWEEN THE FACE OF THE DOOR AND THE OPPOSITE STOP.

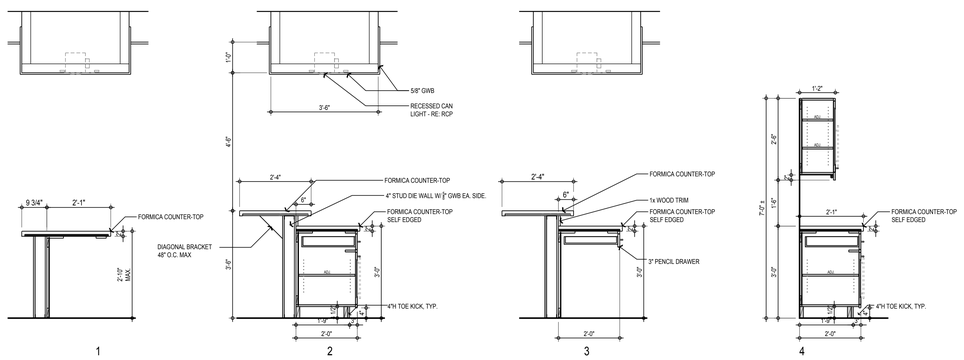
J.) ALL SWINGING DOORS SHALL COMPLY WITH THE CLEARANCE REQUIREMENTS FROM THE PUSH OR PULL SIDE OF THE DOOR PER ANSI 117.1 - SECTION 404.2.3.

K.) IF A DOOR HAS A CLOSER, THE SWEEP PERIOD OF THE CLOSER SHALL BE ADJUSTED SO THAT FROM AN OPEN POSITION OF 70 DEGREES, THE DOOR WILL TAKE AT LEAST 3 SECONDS TO MOVE TO A POINT 3 INCHES FROM THE LATCH, MEASURED TO THE LEADING EDGE OF THE DOOR.

L.) CLOSING DEVICES SHALL COMPLY WITH THE FOLLOWING: CLOSER PULL SHALL BE FIELD ADJUSTED SUCH THAT THE EFFORT REQUIRED TO OPEN THE DOOR SHALL COMPLY WITH IBC.
EXTERIOR DOORS: MAXIMUM 5.0 POUNDS
INTERIOR DOORS: MAXIMUM 5.0 POUNDS
FIRE DOORS: MAXIMUM 15.0 POUNDS

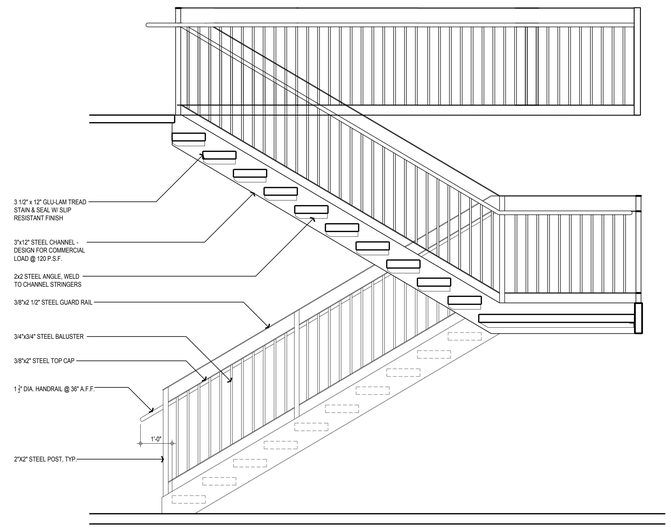
M.) ALL DOORS SHALL BE 1-3/4" THICK UNLESS OTHERWISE NOTED.

N.) FOR CASED OR FRAMED OPENINGS, THE MINIMUM DISTANCE FROM FACE OF GYPSUM BOARD TO FACE OF GYPSUM BOARD SHALL NOT BE LESS THAN 32".



1 2 3 4

- CABINET DETAILS
SCALE: 1/2" = 1'-0"



***ALL STEEL TO BE PRIMED AND PAINTED. COLOR TBD PRIOR TO INSTALLATION.

5 ALTERNATE 1 - STAIR DETAILS
SCALE: 1/2" = 1'-0"

JAMES D. BOUREAU
STATE OF OHIO
LICENSED ARCHITECT
AR-486478

926 Peachtree Dr.
Moscow, ID 83843
208.310.0289

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12-19-20 CONSTRUCTION DRAWINGS

HADDOCK

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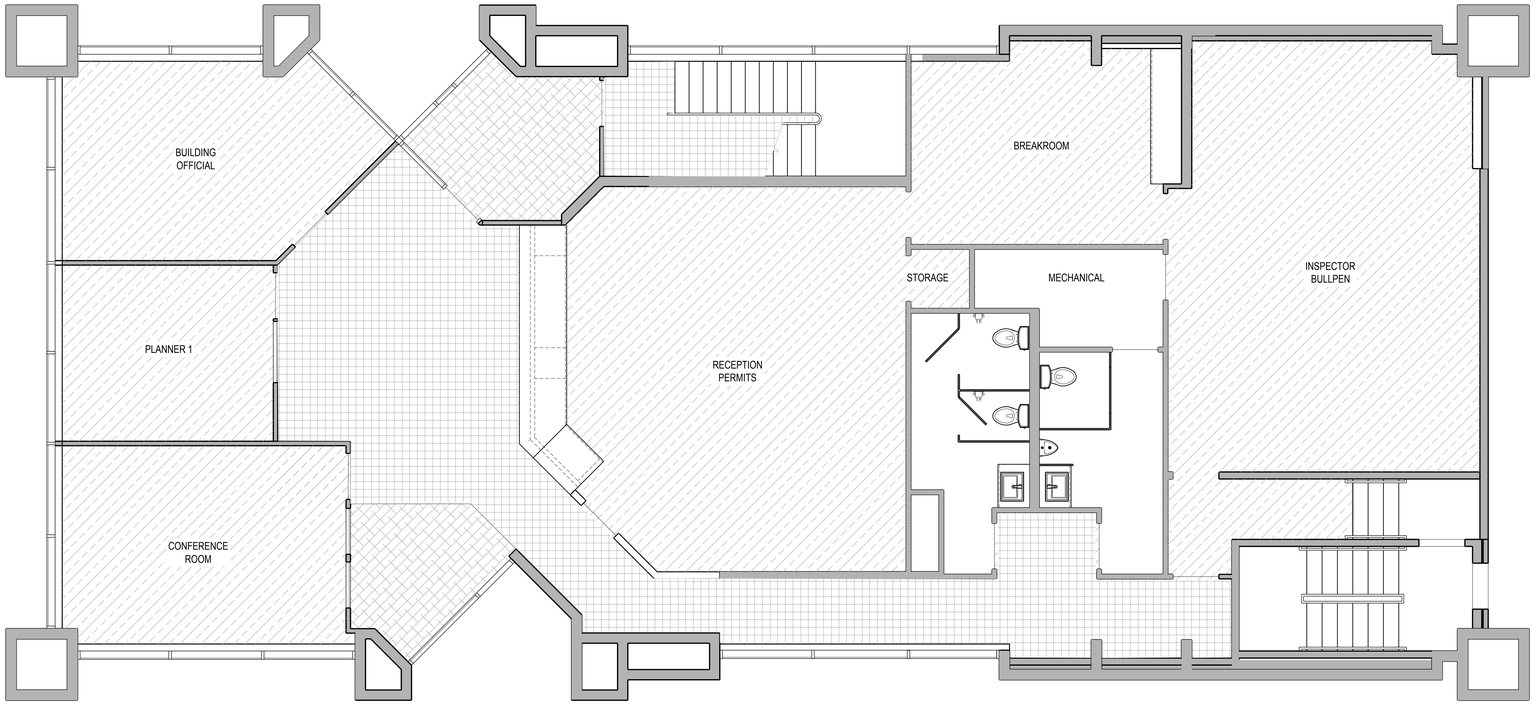

CARPET TILE - SEE SPEC SHEET A3.1

WALK-OFF CARPET TILE - SEE SPEC SHEET A3.1

RESILIENT FLOORING - SEE SPEC SHEET A3.1

1 First Level Floor Finish Plan
SCALE: 1/4" = 1'-0"

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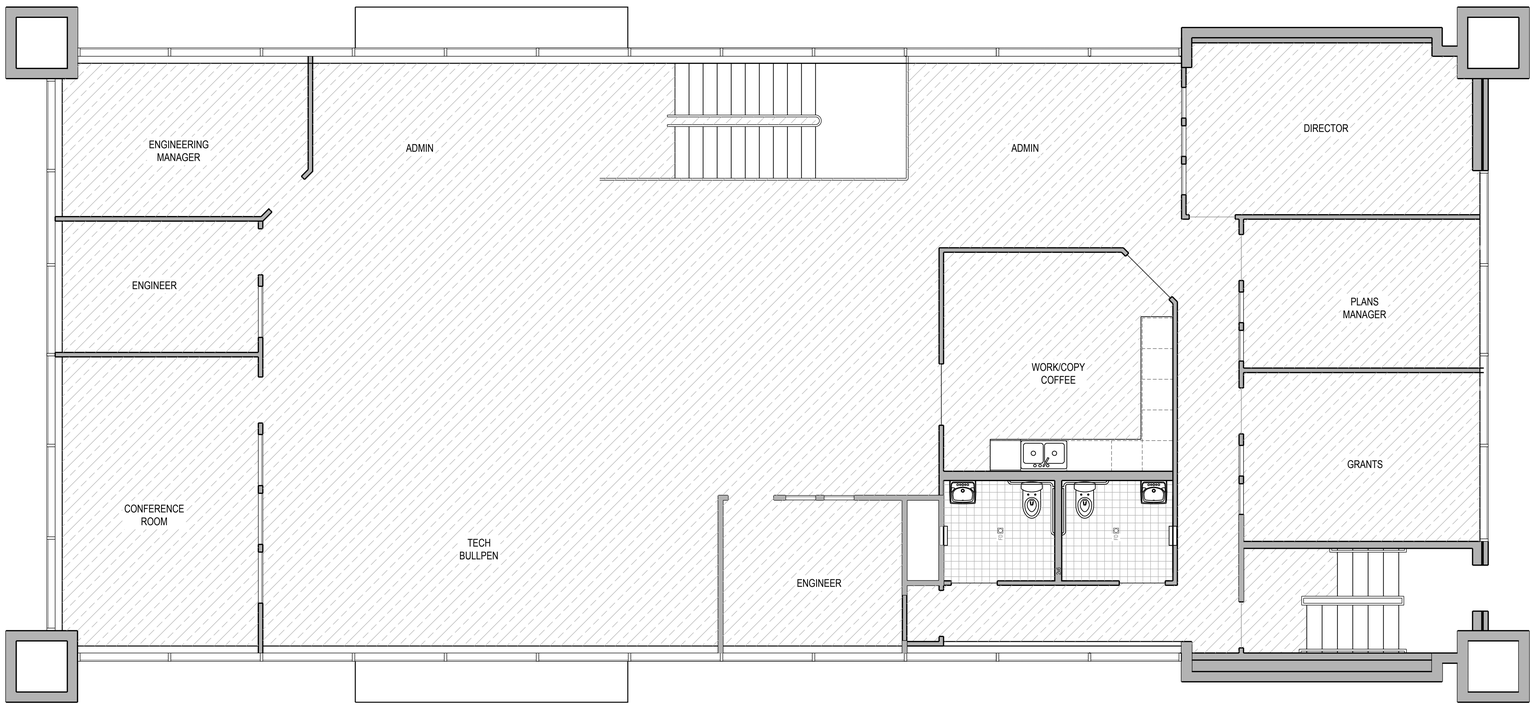

CARPET TILE - SEE SPEC SHEET A3.1

WALK-OFF CARPET TILE - SEE SPEC SHEET A3.1

RESILIENT FLOORING - SEE SPEC SHEET A3.1

1 Second Level Floor Finish Plan
SCALE: 1/4" = 1'-0"

JOHN D. BOUREAU
STATE OF IDAHO
LICENSED ARCHITECT
AR-984478

926 Peachtree Dr.
Moscow, ID 83843
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I2.2

BID PROPOSAL FORM

ALL BIDS SHALL BEAR THIS ADDRESS:
City of Moscow
221 E. Second Street
Moscow, ID 83843

ARTICLE 1

PROJECT NAME AND LOCATION	City of Moscow Haddock Building Remodel 504 S. Washington Moscow, ID 83843
ARCHITECT OR ENGINEER	James D. Boudreau (208)310-0289 926 Peachtree Dr. Moscow, ID 83843
CONTRACT TIME	**CALENDAR DAYS:** 90 consecutive calendar days
LIQUID. DAMAGES	**EACH EXCESS CALENDAR DAY:** $250.00
BID OPENING	**DATE:** February 11, 2020 **TIME:** 2:00 p.m. **PLACE:** Bid opens at City Council Chambers, Moscow City Hall 206 E. Third Street, Moscow, Idaho 83843
NAME AND ADDRESS OF BIDDER TELEPHONE NO.	
IF PARTNERSHIP NAMES OF PARTNERS	
IF CORPORATION STATE OF INCORPORATION	
BID GUARANTEE **Min. 5% of Base Bid**	**UNDERLINE ONE:** BID BOND, CASH, CERTIFIED CHECK, CASHIER'S CHECK
ADDENDA RECEIPT ACKNOWLEDGED	**ADDENDA NUMBERED: 1____ 2____** **(Check all that have been received)**
ALLOWANCE ACKNOWLEDGED	**NONE LISTED:**

ARTICLE 2

IN COMPLIANCE WITH THE NOTICE TO CONTRACTORS-INVITATION TO BID, AND IN ACCORDANCE WITH THE INSTRUCTIONS TO BIDDERS, THE CONTRACT DOCUMENTS, DRAWINGS AND SPECIFICATIONS FOR THE PROJECT, THE UNDERSIGNED BIDDER, BEING DULY LICENSED TO PERFORM SUCH WORK BY THE STATE OF IDAHO AND BEING THOROUGHLY FAMILIAR WITH ALL LOCAL CONDITIONS AFFECTING THE COST OF THE PROJECT, HAVING CAREFULLY EXAMINED THE SITE, CONTRACT DOCUMENTS, DRAWINGS AND SPECIFICATIONS AND ANY ADDENDA THERETO PREPARED BY THE PROJECT ARCHITECT OR ENGINEER, PROPOSES TO PROVIDE, AND TO FURNISH FOR THE COSTS SET FORTH IN THE FOLLOWING BID SCHEDULE, ALL LABOR AND MATERIAL, TOOLS, UTILITIES, TRANSPORTATION, EQUIPMENT AND SERVICES REQUIRED TO PERFORM AND TO COMPLETE IN A WORKMANLIKE MANNER ALL THE WORK FROM THE DATE OF THE NOTICE TO PROCEED WITHIN THE ESTABLISHED CONSTRUCTION TIME, SUBJECT TO LIQUIDATED DAMAGES FOR EXCESS WORKING TIME AS ESTABLISHED UNDER ARTICLE 1.

ARTICLE 3 BID SCHEDULE

BASE BID **DESCRIPTION:** Base Bid.

FOR THE SUM OF:

_____**DOLLARS ($)**

ALTERNATE #1 **DESCRIPTION:** Staircase and guardrail.

FOR THE SUM OF:

_____**DOLLARS ($)**

THE LOW BIDDER WILL BE DETERMINED ON THE BASIS OF THE BASE BID PLUS ANY ALTERNATES WHICH ARE ACCEPTED. ALTERNATES MAY BE ACCEPTED IN ANY ORDER AND ARE NOT REQUIRED TO BE ACCEPTED IN SEQUENTIAL ORDER AS THEY ARE LISTED ON THE BID PROPOSAL FORM.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good for a period of sixty (60) calendar days after the scheduled opening time for receiving bids.

Upon receipt of written Notice of Intent to Award of this bid, Bidder will execute the formal Contract within ten (10) calendar days and deliver a Surety Bond or Bonds as required by Article 7 “Performance and Payment Bonds” of the Instructions to Bidders.

ARTICLE 4 LIST OF SUBCONTRACTORS

Plumbing

(Name)_____

(Address)_____

Idaho Plumbing Contractors License No. _____

Heating, Ventilating & Air Conditioning

(Name)_____

(Address)_____

Idaho Public Works Contractors License No._____

Idaho HVAC Contractors License No. _____

Electrical

(Name)_____

(Address)_____

Idaho Public Works Contractors License No. _____

Idaho Electrical Contractors License No. _____

Should the listing of subcontractors change due to selection of alternates or other similar circumstances, attach explanation.

The undersigned notifies that it is of this date duly licensed as an Idaho Contractor and further that it possesses Idaho Contractor's License No._____, and is domiciled in the State of_____.

Dated this_____day of_____,_____.
(date) (month) (year)

Respectfully submitted by:

_____
(Company)

(Seal - if bid is by a corporation)

_____
(Street or PO Address)

_____
(City, State and zip code)

_____
(Authorized Signature)

_____
(Title)

_____
(Telephone Number)

_____
(FAX Number)

Have you remembered to include bid security (bid bond or a certified or cashiers check)

AIA® Document A701™ – 2018

Instructions to Bidders

for the following Project:
(Name, location, and detailed description)

Haddock Building Remodel
Moscow, Idaho
Interior remodel/tenant improvement for the Haddock Building/City of Moscow

THE OWNER:

City of Moscow Idaho
221 E Second Street
Moscow, ID 83843

THE ARCHITECT:

James D. Boudreau
926 Peachtree Dr.
Moscow, ID 83843

TABLE OF ARTICLES

1 DEFINITIONS

2 BIDDER'S REPRESENTATIONS

3 BIDDING DOCUMENTS

4 BIDDING PROCEDURES

5 CONSIDERATION OF BIDS

6 POST-BID INFORMATION

7 PERFORMANCE BOND AND PAYMENT BOND

8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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User Notes: (1163479638)

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- **.1** the Bidder has read and understands the Bidding Documents;
- **.2** the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- **.3** the Bid complies with the Bidding Documents;
- **.4** the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- **.5** the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- **.6** the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

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§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four (4) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

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§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

Surety bond in the amount equal to five percent (5%) of the base bid amount.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning Sixty (60) after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

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§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be returned to Bidder.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

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§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

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§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor.

.2 AIA Document A201™–2017, General Conditions of the Contract for Construction.

.3 Supplemental Conditions – Exhibit 'A'

.4 Design Drawings and Specifications

.5 Addenda:

Number	Date	Pages

.6 Contractor Bid Dated _____

DRAFT

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AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a Stipulated Sum

AGREEMENT made as of the ___day of _____in the year _____

BETWEEN the Owner:

City of Moscow Idaho
221 E Second Street
Moscow, ID 83843

and the Contractor:

for the following Project:

City of Moscow Haddock Building Remodel

The Architect:

James D. Boudreau
926 Peachtree Dr.
Moscow, ID 83843

The Owner and Contractor agree as follows.

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 A101™–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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TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

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 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. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

[ ] The date of this Agreement.

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

[ ] Established as follows:

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

[X] Not later than Ninety Days (90) calendar days from the date of commencement of the Work.

[ ] By the following date: N/A

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§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be _____ (_____), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A		

§ 4.5 Liquidated damages, if any:

$250/Calendar day

§ 4.6 Other:

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 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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§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fourth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 28th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 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.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 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 Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 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: 5%

§ 5.1.7.1.1 The following items are not subject to retainage:

N/A

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

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

N/A

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§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor'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; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 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.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

§ 6.2 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:

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 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.

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User Notes: (1178819144)

§ 8.2 The Owner's representative:

Bill Belknap
221 E Second Street
Moscow, ID 83843

§ 8.3 The Contractor's representative:

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Exhibit 'A' – Supplemental Conditions, and elsewhere in the Contract Documents.

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A201™–2017, General Conditions of the Contract for Construction
.3 Supplemental Conditions – Exhibit 'A'
.4 Drawings Exhibit 'B' Sheet Index (1 page)
.5 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other documents, if any, listed below:

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

CITY OF MOSCOW	
(Printed name and title)	*(Printed name and title)*

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User Notes: (1178819144)

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Haddock Building Remodel
504 South Washington Street

THE OWNER:
(Name, legal status and address)
City of Moscow
221 East Second Street
Moscow, ID 83843

THE ARCHITECT:
(Name, legal status and address)
James D. Boudreau
926 Peachtree Dr.,
Moscow, ID 83843

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk

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and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 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 the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in

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such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or

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equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

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.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

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§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages,

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compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of

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other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

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§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

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§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

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§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or

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(3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

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§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by

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an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract

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Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in

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Section 13.2.2, 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.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

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.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

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§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

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§ 15.1.5 Claims for Additional Cost
If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time
§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages
The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision
§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

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§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand

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for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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Exhibit 'A'

Supplemental Conditions

The terms and conditions contained herein are a Supplemental Conditions to which the Owner and Contractor agree are in addition to or replacement of the terms of the A201 -2017 AIA Document A201 General Conditions of the Contract for Construction.

In the event of any conflict between the terms and conditions of the AIA A201 and these Supplementary Conditions, these Supplemental Conditions shall control.

With respect to all of the General Conditions, and all of the Contract Documents, and the entire contractual relationship between the Owner and the Contractor, no oral agreements, of any kind, type, or nature, shall be valid or binding in any manner upon the parties. The only Contract Documents, or agreements of any kind, type or nature, by and between the Owner and the Contractor which shall be valid and enforceable in any manner shall be those which are in writing, and signed by both parties by persons duly authorized, under the law, by both parties to execute said Agreements or Modifications.

With respect to the Contract Documents, any reference to the term "cost", singular or plural, shall mean actual documented cost, without any markup on the part of the Contractor.

With respect to the Contract Documents, any reference to the term "agreement" shall only mean, an agreement in writing, signed by the parties to be charged by the terms of the agreement.

The Contractor, by reason of its expertise and status as a Licensed Public Works General Contractor in the State of Idaho, and by its entry into the agreement and Contract Documents with the Owner, shall be considered in a position of trust and confidence as a fiduciary to the Owner, and the taxpayers as such, and in particular with respect to acting as a guardian of the taxpayer funds used to fund the construction of the Project.

The following Articles of the A201 General Conditions shall be amended as follows:

§1.1.1 The Contract Documents include the Instructions to Bidders, the Contractor's Bid, including that portion of the Contractor's Bid which satisfies Idaho Code Section 67-2310. The Contract Documents shall also include any and all Shop Drawings and Submittals which are approved by the Architect, and which shall be deemed to be authorized by the Contractor even though submitted by any Subcontractor, Sub-Subcontractor or Materials Supplier.

§1.1.2.1 Neither the Architect nor the Architect's consultants shall be considered third party beneficiaries of the Contract or the Contract Documents in the relationship between the Owner and the Contractor. This provision does not affect the Architect's entitlement to performance and enforcement of obligations under the contract as specified in 1.1.2 of the General Conditions. No failure in performance by neither the Owner nor the Contractor shall relieve, in any way, the Architect from the full and complete performance of the duties enumerated herein which duties are, by reference, included within the Agreement for Professional Services dated November 3, 2011, between the Owner and the Architect.

§1.2.1.1 All Contract Documents are intended to be consistent. However, anything provided in one document but not provided in another shall be of like effect as if shown or mentioned in both. This does not constitute a conflict, discrepancy, or error between the two. In the event of directly conflicting provisions, precedence shall be given as follows: (1) Modifications of the Agreement, with those of later date having precedence over those of earlier date; (2) the Agreement; (3) Addenda to the Bid Documents; (4) the General Conditions of the Contract for Construction; (5) the Specifications; (6) the Drawings, with precedence given to figures in the event of any conflict between figures and scaled

measurements, and precedence given to large scale drawings in the event of any conflict between large scale drawings and small scale drawings.

§1.2.1.2 Inconsistencies within any one Contract Document, or inconsistencies not otherwise resolved by the above prioritization, shall be resolved in favor of Owner receiving (a) the greater quality or greater quantity of goods, services or performance, or (b) the greater obligation to Owner in the terms and conditions. Both (a) and (b) shall be resolved in Owner's sole discretion without a change in the contract sum.

§1.2.1.3 Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and (1) the provisions of any standard, specification, manufacturer's specifications, manual, code, or instruction (collectively, "standards"), whether or not specifically incorporated by reference in the Contract Documents, unless the standards provide the better quality or greater quantity of Work to Owner, in which case the standards shall take precedence; or (2) unless local conditions prevent installation in the prescribed manner, in which case, the approval of the Architect and Owner shall be obtained before proceeding with this part of the Work; or (3) the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

§1.2.4 All Work shall be the best of the respective kinds specified or indicated. Should workmanship or materials be required which are not directly or indirectly called for in the Specifications or shown on the Drawings, but are consistent with the Contract Documents and reasonably inferable by them or standard industry practice, said workmanship or materials shall be the same as similar parts that are detailed, indicated or specified, or shall match or exceed the quality of existing improvements, and Contractor shall understand the same to be implied and provide for the same as fully as if it were particularly described or delineated.

§1.2.5 Contractor has included within the Contract Sum all labor, materials, equipment, and services that are likely to be required for the Project in accordance with the requirements of state laws, local building codes, local building officials, manufacturer's recommendations, building standards, and trade practices. To the extent, if at all, that the Contract Documents contain ambiguities, discrepancies, errors, or omissions, and to the extent, if at all, that there are discrepancies between the Contract Documents and the Project site and surveys (collectively referred to hereafter in this Section as "errors and omissions"), Contractor hereby waives any claims for additional compensation or damages or additional time resulting from any such errors and omissions to the extent Contractor has actually observed, or with the exercise of reasonable care should have observed, those errors and omissions and failed to report them to Owner and Architect/Engineer prior to executing the Agreement.

§1.2.6 All of the Work shall conform strictly to the Contract Documents. No change there from shall be made without Contract Modification. Where detailed information is lacking, or should discrepancies appear among the Contract Documents, Contractor shall, in writing, with a copy to the Owner, a request for interpretation or information from Architect/Engineer before proceeding with the Work.

§1.2.7 Reference in the Specifications to an article, device, or piece of equipment in the singular number shall apply to as many such articles as are shown on Drawings or required to complete the installation. Mention in the Specifications or indication of the Drawings of articles, products, materials, operations or methods requires Contractor to provide and install such items.

§1.2.8 Conditions of the Contract shall be read by all prime contractors and by each subcontractors or sub-subcontractor and shall be considered a part of each section of the technical Specifications. Provisions of Contract Documents are binding on contractors, subcontractor and sub-subcontractors for all work shown or indicated on the original Contract Documents plus any additional work authorized by change order, interpretation or field orders.

§1.2.9 The Contractor shall notify the Architect of any condition he finds where, in his judgment, it will be desirable to modify the requirements to produce the best results. If the Contractor fails to make such request, he is deemed to have accepted the specified and/or detailed method of installation as being adequate to produce first class, satisfactory work.

§1.2.10 Requests by the Contractor for written interpretations and/or detail drawings shall be made to the Architect, and copied to the Owner, in a timely manner such as will allow ample time for their preparation and delivery without causing delays in the work. Failure of the Contractor to request needed clarifications and/or his proceeding with affected work prior to receiving same shall indicate his acceptance of any and all costs and/or delays required on account of necessary corrections.

§1.4.1 The Specifications are of the abbreviated or streamlined type and include incomplete sentences. Omission of words or phrases such as “the Contractor shall”, “in conformity therewith”, “shall be”, “as noted on the Drawings”, and “according to the plans” are intentional. Omitted words or phrases shall be supplied by inference in the same manner as they are when a “note” occurs on the Drawings. The misplacement, addition or omission of any letter, word, or punctuation mark shall in no way affect the true spirit, intent, or meaning of the Contract Documents. The words “shown,” “indicated,” “noted,” “scheduled,” or words of like effect, shall be understood to mean that reference is made to the Drawings accompanying the Specifications.

§1.4.2 Where the word “similar” or “typical” occurs on the drawings, it shall be used in this general sense and not as meaning identical or exact, and all details shall be worked out in relation to their location and their connection to other parts of the Work. Where there is a question of intent, notify the Architect regarding interpretation.

§1.4.3 Where on any Drawings a portion of the Work is drawn out and the remainder is indicated in outline, the drawn out parts shall apply also to other like portions of the Work. Where ornament or other detail is indicated by starting only, such details shall also apply to other similar parts of the Work, to properly complete the Work in full, unless specifically indicated otherwise.

§1.4.4 Where reference herein is made to products or materials “as approved” or “as selected,” selection or approval shall be by Architect/Engineer and Owner.

§1.6.3 The Owner’s Representative shall be copied by electronic means on any and all electronic or written communications by and/or between the Contractor, the Contractor’s Subcontractors and the Architect.

§1.9 Execution of Contract Documents

§1.9.1 Execution of the Contract by Contractor is a representation by Contractor that the Contract Documents are full and complete, are sufficient to have enabled Contractor to determine the Cost of the Work and Contract Sum, and to enable Contractor to construct the Work described therein, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Contractor’s obligation to construct the Work for an amount not in excess of the Contract Sum on or before the Contract time established in the Agreement. Contractor further acknowledges and declares that it and its subcontractors have visited and examined the site, examined all physical, legal and other conditions affecting the Work, and is fully familiar with all of the conditions thereon and there under affecting the same. In connection therewith, Contractor specifically represents and warrants to Owner that it has, by careful examination, satisfied itself as to (1) the nature, location, and character of the Project and the site, including, without limitation, the ground conditions and all structures and obstructions thereon and there under, both natural and man-made, and the surrounding area; (2) the nature, location and character of the general area in which the Project is located, including, without limitation, its climactic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the available quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work.

§1.9.2 Contractor recognizes the degree of care required for the specific site construction circumstances with respect to safety, protection of pedestrians, cleanliness of the site, health and other laws, and protection of existing utilities, adjacent streets, and property. In arriving at the contract Sum and the Contract Time, contractor has, as an experienced and prudent contractor, exercised its best judgment and expertise to include the impact of such circumstances upon the Contract Sum and the Contract time.

§2.2.1 THIS SECTION IS VOID.

§2.2.2 THIS SECTION IS VOID.

§2.2.3 THIS SECTION IS VOID.

§2.2.4 THIS SECTION IS VOID.

§2.3.4 Add the following to the first sentence of paragraph 2.2.4: "...to the extent that such information is readily available to the Owner."

§2.3.7 Copies of data furnished by Owner or Architect/Engineer to Contractor, or Contractor to Owner or Architect/Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

§2.3.8 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the transferring party. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data creator.

§2.4.1 The term "repeatedly" in this Article, shall mean on more than two (2) occasions after receipt of not less than twenty four (24) hours written notice from either, the Owner, or the Architect. The Contractor agrees that in addition to the Owner's Right to Stop the Work, that any such repeated failure shall be agreed to be sufficient grounds for termination as provided in the Contract Documents.

§3.2.1 Add the following after the first sentence: If document conflicts are not raised in a timely manner, (so that Work can proceed without delay), the Contractor will be deemed to choose the more costly method unless otherwise provided for which shall be at the Contractor's expense.

§3.2.1.1 Within sixty (60) days from the Notice to Proceed, the Contractor shall certify in writing to the Architect that it has made the review required under Subparagraph 3.2.2 and that it has discovered no errors, omissions or inconsistencies or identifying in as much detail as possible all errors, omissions, or inconsistencies the Contractor has discovered. Contractor shall have a continuing obligation during the Project to advise the Architect and Owner's Representative of any errors, omissions or inconsistencies it discovers.

§3.3.1.1 Where construction means, methods, techniques, sequences and procedures are specified, either directly, by reference to industry standards, or otherwise, the Contractor shall review specified procedures and, if they will not produce the intended results, cannot be warranted, or otherwise are objectionable to the Contractor, the Contractor shall propose alternative procedures. Where no proposal is received in timely manner, the Contractor, by signing the Agreement, has agreed that the

specified procedures are acceptable, warrantable and will be used to produce the intended results. The Contractor is responsible for all coordination of all changes, created as a result of shop drawings, with the various subcontractors and suppliers under Contract for work of the Contractor.

§3.4.1.1 Contractor's obligations under Paragraph 3.4.1 shall include, without limitation, the obligation to pay all subcontractors and any other person or entity having bond rights regarding the Project due to their performance of Contractor's obligations under the Contract. Contractor agrees to keep the Project and the Project site free and clear of any and all subcontractor claims (bond claims or otherwise) filed or served by any person or entity at any tier performing the Work or Contractor's obligations under the Contract.

§3.4.1.2 Contractor agrees to indemnify, defend, reimburse and hold harmless (with counsel approved by Owner) Owner and Architect/Engineer from, for, and against any and all claims referenced in Paragraph 3.4.1.1, and actions, suits, or proceedings relating to such claims and any and all related costs and expenses incurred by Owner, including, without limitation, attorneys' fees and expert/consultant fees.

§3.4.3.1 Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractor shall only employ labor on the Project or in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project. Contractor shall be responsible for labor peace on the Project and shall at all times make its best efforts and judgment as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstance and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Paragraph 8.3.1, Contractor shall be liable to Owner for all damages suffered by Owner occurring as a result of work stoppages, slowdowns, disputes, or strikes.

§3.4.3.2 The Contractor shall insure, that neither the Contractor, nor any Subcontractor, nor any Sub-Subcontractor shall employ any illegal alien personnel on the Project.

§3.4.4 Subcontractors whose Work is unsatisfactory to Owner or Architect/Engineer, or is considered by Owner or Architect/Engineer to be careless, incompetent, unskilled or otherwise objectionable, shall be dismissed from Work under the Contract upon written notice from Owner or Architect/Engineer. No additional compensation shall be provided to Contractor due to the proper dismissal of a subcontractor by Owner or Architect/Engineer.

§3.4.5 Contractor shall coordinate all Work of like material in order to produce harmony of matching finishes, textures, colors, etc., throughout the various components of the Project.

§3.9.1 Change to read: The Contractor shall employ a competent, full time Superintendent during performance of the Work. Any change in the Superintendent personnel shall be reviewed and approved by the Architect and Owner. The Superintendent shall have full authority to represent the Contractor and communications given to the Superintendent shall be a binding as if given to the Contractor. Important communications shall be confirmed in writing. All other communications shall be similarly confirmed on written request in each case. The name and qualifications of the Superintendent will be submitted before the start of Construction. The Superintendent shall have a thorough understanding of the following:

.1 A complete understanding of the administrative procedures of the project.

.2 Project scheduling, sequencing of self-performed and subcontractor work.

.3 Layout and oversee the installation of each trade involved in the Work.

.4 Be knowledgeable of the installation procedures for each trade involved in the Work.

.5 Applicable building codes.

§3.10.1.1 The Contractor's construction schedule shall be revised and updated not less than every two (2) weeks during the course of the Work on the Project. The Contractor shall deliver each updated construction schedule to both the Architect and the Owner's Representative in a timely manner. The Contractor shall be responsible to notify the Owner's Representative and the Architect, in writing, if and when any element of the Work as planned, is in any way delayed, as reflected or not in the Contractor's construction schedule. It is the intent of this Article that the Owner and the Architect be kept fully informed as to any performance issues in any way affecting the achievement of the construction schedule as planned, in order that any issues relating to the performance of the Work by the Contractor, any Subcontractor, or any Sub-Subcontractor may be addressed in a timely and expeditious manner to avoid delay and cost to the Owner.

§3.10.1.2 It is specifically understood and agreed that the "float" or "slack" time for the whole or any part of the Work as provided in Contractor's construction schedule shall belong solely to Owner.

§3.11.1 In addition, the Contractor shall prepare, keep, and maintain at the site As Built Drawings of all of the Work. At the conclusion of the Project, the Contractor shall deliver one set of As Built Drawings to the Owner and one set of As Built Drawings to the Architect.

§3.12.7.1 All approvals required by this Article shall be in writing.

§3.12.10.1 Owner shall be entitled to deduct from the Contract Sum amounts paid to Architect/Engineer for evaluation of any additional resubmittals by Contractor to the extent such resubmittals by Contractor are not the fault of Owner or Architect/Engineer.

§3.15.1.1 The Contractor shall also be responsible for and shall complete a final clean up prior to turning the Project over to the Owner for beneficial occupancy and use by the Owner.

§3.19 Maintenance and Inspection of Contractor's Books and Records

§3.19 Nondiscrimination

§3.19.1 Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned, or emerging small businesses. Contractor shall include a provision in each subcontract requiring subcontractors to comply with the requirements of this Paragraph.

§7.1.4 Owner will not be responsible for additional costs, fees, or time associated with any altered or additional Work unless a Modification is properly and timely prepared and executed as required in the Contact Documents. Contractor hereby waives any argument that Owner's conduct (including, but not limited to, orally approving changes) amounts to a waiver of the prior, written change requirements of the Contract Documents.

§7.2.2 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor, materials, and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving over One Thousand Dollars ($1,000.00) be approved without such itemization.

§7.2.2.1 No administrative time (at the job site, home office, or any other location) shall be allowed as a line item of the estimated cost of a change order, including the Superintendent's time. Administrative costs are considered to be part of the overhead and profit of the Contractor.

§7.2.2.2 Construction Equipment Usage Costs: For rental cost for materials for machinery and equipment rented from others, the actual rental costs paid plus compensation for furnishing all fuel, oil, lubrication, repairs, maintenance and insurance to the extent that such amounts are not included in the outside rental rate.

.1 Contractor's own equipment and small tools are considered part of the Contractors overhead and profit and no allowance charge will be permitted as part of any change in the Work.

§7.2.3 The amount allowed for overhead and profit on any change order is limited to the amounts indicated in subparagraph 7.2.4 of these Supplementary Conditions.

§7.2.4 For purposes of paragraphs 7.2 and 7.3 of these Supplementary Conditions, the allowance for combined overhead and profit shall be limited as follows, unless otherwise provided in the Contract Documents:

.1 for total changes of $10,000 or less in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier, combined shall not exceed fifteen percent (15%) of direct costs.

.2 for total changes exceeding $10,000 in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier, combined shall not exceed ten percent (10%) of direct costs.

.3 the Contractor will determine the apportionment between the Contractor and its subcontractors of allowable amounts of overhead, profit, bonds and insurance.

§7.2.5 Any Change Order prepared, including but not limited to those arising by reason of the parties' mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the work, including, but not limited to, all direct, indirect and consequential costs associated with such change and any and all adjustments to the Contract Sum and Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Order in the Application for Payment as if such work were originally part of the Project and Contract Documents.

§7.2.6 By the execution of a Change Order, the Contractor agrees and acknowledges that he has had sufficient time and opportunity to examine the change in work which is the subject of the Change Order and that he has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may to any extent affect the Contractor's ability to perform in accordance with the Change Order. Aside from those matters specifically set forth in the Change Order, the Owner shall not be obligated to make any adjustments to either the Contract Sum or Contract Time by reason of any conditions affecting the change in work addressed by the Change Order, which could have reasonably been discovered or disclosed by the Contractor's examination.

§8.1.2.1 The date indicated of commencement will be established in a Notice to Proceed.

§8.1.3.1 The Contractor shall substantially complete the work within **90 consecutive calendar days** after the date indicated to proceed in the Notice to Proceed.

§8.3.2.1 Extension of time shall be Contractor's sole remedy for delay unless the same shall have been caused by acts constituting intentional interference by the Owner with Contractor's performance of the Work where and to the extent that such acts continue after Contractor's notice to Owner of such

interference. Owner's exercise of any of its rights under Article 7 Changes in Work regardless of the extent or number of such changes, or Owner exercise of any of its remedies of suspension of Work, or requirement of correction or re-execution of any defective Work, shall not under any circumstances be constructed as intentional interference with Contractors performance of the Work.

§8.3.3.1 In no event shall a claim for damages for delay be construed to effect, in any way, the waiver of damages provided for in Article §15.1.6.

§8.3.4 No extension of time for completion will be allowed for delays or suspensions caused by or contributed to by the fault or negligence of Contractor.

.1 To make a request for a change to the Contract time, the Contractor must identify the trades involved, provide a statement from each trade indicating the man hours involved by each, and a statement from the Contractor indicating how the change effects the critical path of the construction.

.2 No change will be granted if the change in Work does not affect the critical construction path as identified on the construction schedule submitted by the Contractor and approved by the Architect.

.3 work that deviates from the Contract Documents and the Architect requires to be corrected, are not grounds for time extensions.

.4 Extreme weather conditions are not necessarily grounds for delay.

§8.3.5 Contractor will be entitled to no delay damages, wage escalation, material escalation, extended overhead, or additional compensation of any kind for any delay except for such delays as may be caused solely by a default of Owner in this Agreement.

§8.3.6 The cost for delay construed to be caused by the Owner, the Architect or their agents must be identified in writing within 7 days of occurrence. Failure to promptly identify delays in writing waives any and all claims of the Contractor to collect for damages arising there from.

§9.2.1 The schedule of values shall be prepared in such a manner that each major item of Work and each subcontracted item of Work is shown as a single line item on AIA Document G703, Application and Certification for Payment, Continuation Sheet. Provide a labor and material breakdown for each general and subcontracted item of Work including mechanical and electrical. All subcontractors of $50,000 or more must include sub-contract breakdown. Update breakdown with each application for payment.

§9.3.1.3 The form of Application for Payment shall be AIA Document G702, Application and Certificate for Payment supported by AIA Document G703 or Architect's Standard Form, Continuation Sheet; notarized.

§9.3.1.4 Prior to the release of funds (first progress payment); the Contractor shall submit a list of subcontractors, construction schedule, list of all products and materials to be incorporated in the Work, and schedules of values.

§9.3.1.5 Retainage: A sum not to exceed five percent (5%) of the monies earned by the Contractor on estimates during the progress of the improvement or Work shall be reserved by the Owner. Said sum is to be retained by the Owner as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor or material supplier who shall perform any labor upon such Contract or the doing of said work.

9.3.2.1 Off-site storage will not be approved at locations more than thirty (30) miles from the Project site or outside the State of Idaho and any payment for any off-site storage is subject to the following:

.1 The Contractor must provide at least thirty (30) days' advance written notice of its request to store off-site. Such notice must include a description of the type, quantities, locations and values of materials involved for the next billing cycle. All invoices must indicate the type, quantities and value of materials or equipment for which payment is requested;

.2 All materials stored off-site must be segregated and clearly marked as being the "Property of the Moscow Haddock Building"

.3 The Architect and/or the Owner's Representative must have unrestricted access to the stored materials during all business hours and may physically inventory all invoiced materials and equipment and may physically inspect the storage conditions;

.4 The Contractor must provide written Consent of Surety to off-site storage of materials and equipment and to payment for such materials and equipment prior to incorporation in the Work. Consent must be from the Surety. Consent of local broker or agent is not acceptable;

.5 The Contractor must maintain and must provide to the Architect, upon request, a current log of stored materials and equipment, which reflects when materials and equipment are used or added;

.6 The Contractor must obtain and maintain all risk property insurance at replacement cost, with the City of Moscow listed as loss payee on all materials and equipment stored off-site and in transit.

§9.6.1.1 The Owner shall pay progress payments, following receipt of the Architect's Certificate for Payment, in accord with the usual and ordinary time frame for processing payments and bills by the Owner, and in accordance with law.

§9.6.4.1 The Owner hereby requires, and the Contractor hereby agrees, that the Contractor shall obtain and shall require each Subcontractor to provide to the Contractor, for delivery to the Owner, the Owner's Representative, and the Architect, lien waivers as proof of payment, from each and every Subcontractor, Sub-Subcontractor, material man and supplier. Said lien waivers as proof of payment shall be provided with seven days of the date of each payment to the Contractor. In the event that the Contractor fails to obtain and provide the lien waivers within the time frames provided herein, said failure shall be considered a material breach of the Contract Documents, grounds for termination, and the further exercise of any legal or equitable right the Owner shall choose to exercise.

§9.6.8 With each Application for Payment, Contractor shall furnish a conditional waiver and release of claims for itself and each first-tier subcontractor who furnished labor, equipment, materials or services to the Project during the period covered by the Application for Payment. Upon each payment by Owner, Contractor shall execute and cause first-tier subcontractors to execute an unconditional waiver and release of claim acknowledging receipt of all payments due through the period covered by the previous Application for Payment. The conditional and unconditional claim releases shall be on forms agreed to by the owner, and Contractor shall deliver the executed releases to Owner with its next succeeding Application for Payment, including the Final Application for Payment.

§9.6.9 In addition to the retainage specified in the Agreement, Owner may withhold progress payments or final payment or any portion thereof on account of (1) defective or nonconforming Work not remedied, (2) claims filed or a reasonable basis to believe that such claims will be filed, (3) failure of Contractor to make payments properly for labor, materials, equipment, or subcontracts, (4) failure of Contractor to submit to Owner claim waivers and releases, or (5) significant failure to carry out the Work in strict accordance with this Agreement. Owner may withhold from a progress payment or final payment up to one hundred fifty percent (150%) of the estimated or actual costs associated with the above items.

§9.8.1.1 For Substantial Completion to be achieved, Owner must have received a temporary or final certificate of occupancy and all other governmental approvals as necessary and required for Owner

to occupy or utilize the Work or designated portion thereof for its intended purpose. All Work other than incidental or corrective or punch

list work and final cleaning shall have been completed. The Work is not Substantially Complete if all systems and parts are not useable, if utilities are not connected and operating normally, or if the Work is not accessible by normal vehicular and pedestrian traffic routes. The fact that the Owner may occupy the Work or designated portion thereof does not indicate that the Work is Substantially Complete or is acceptable in whole or in part, nor does such occupation toll or change any liquidated damages from the Owner.

§9.8.2.1 The Contractor, in conjunction and cooperation with the Owner's Representative and the Architect, shall prepare and submit the list of items to be completed, also known as a punch-list, for every segment of the Work, prior to it being covered by other construction Work, in order to allow the Owner, the Owner's Representative and the Architect to inspect and evaluate each segment of the Work.

§9.8.2.2 Upon execution of Certificate of Substantial Completion, the Contractor shall attach a list of each outstanding and unresolved Claim or Lien; any Claim or Lien not so attached and identified, other than retainage and the undisputed balance of the Contract Sum, shall be deemed waived and abandoned.

§9.8.3.1 The Architect, in conjunction, coordination, and simultaneously with the Owner's Representative and the Contractor, shall make the inspection(s) required by this Article.

§9.8.3.2 If the Owner or Architect determines that the Work or designated portion is not substantially complete, the Contractor shall expeditiously complete the Work or designated portion, again request an inspection, and pay the costs associated with the reinspection, including fees of the Architect and consultants of the Architect or Owner.

§9.8.4.1 A Certificate of Substantial Completion shall only be issued after the Architect timely seeks, and obtains, the Owner's review and written approval that the Work is substantially complete.

§9.8.4.2 The Contractor's warranties, and that of all Subcontractor's and Sub-Subcontractors, shall not commence until final completion and final payment by the Owner. The Contractor shall specially warrant all of the Work on the Project for a period of one (1) year from the date of Final Payment, as defined in the Contract Documents.

§9.8.6 Liquidated damages. The Owner will suffer financial loss if the project is not Substantially Complete on the date set forth in the Contract Document. Inasmuch as the actual loss due to the lost use of the facility and inconvenience to Owner and the public are difficult to ascertain, The contractor shall agree, as a condition of the Contract that the Contractor (and his Surety) shall be liable for and shall pay to the Owner the sum hereinafter stipulated as fixed, agreed and liquidated damages for each calendar day of delay until the Work is Substantially Complete: **Two Hundred and Fifty Dollars ($250.00)**.

§9.10.1.1 If the Architect determines that some or all of the punch list items are not accomplished, the Contractor shall be responsible to the Owner for all costs, including reinspection fees, for any subsequent inspections to determine compliance with the punch list.

§9.10.1.2 The Architect's approval of the final Certificate for Payment shall establish the date of Final Completion upon its execution by the Owner.

§9.10.2.1 Final payment shall not become due until after the Owner has formally accepted the Project (Final Acceptance). To achieve Final Acceptance, the Architect must issue a final Certificate for Payment under subparagraph 9.10.1, an occupancy permit must have been issued, Final Completion must have occurred and the Contractor must have submitted all warranties, guarantees, manuals,

operation instructions, certificates, spare parts, maintenance stock, specified excess material, and other documents or items required by the Contract Documents to the Architect.

§11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits:

1. Workers' Compensation:

   (a) State: Statutory

   (b) Employer's Liability: $100,000 per Accident
   $500,000 Disease, Policy Limit
   $100,000 Disease, Each Employee

2. Comprehensive or commercial general liability including premises operation; owners and contractors protective liability, products and completed operations liability, personal injury liability (including employee acts), broad form property damage liability and blanket contractual liability:

   (a) For any claim for bodily injury, property damage, personal injury or due to a contractual liability, limits of not less than $1 million per occurrence.

   (b) For products and completed operations coverage, coverage is to be maintained for a period of two (2) years following final payment.

   (c) For the hazards of explosion, collapse, and underground, commonly referred to as XCU, coverage shall be required if the exposures exist. This coverage may be provided by the subcontractor if the State and prime contractor are named as additional insured.

3. Business auto liability (including owned, non-owned and hired vehicles) in an amount of not less than $1 million combined single limit.

4. If the General Liability coverage is provided by a Commercial Liability policy, the:

   (a) General Aggregate shall be not less than $2,000,000.

   (b) Fire legal liability shall be provided in an amount not less than $500,000 per occurrence.

5. Umbrella Excess Liability: An umbrella policy may be used in combination with other policies to provide a minimum coverage of $1,000,000.

§11.1.2.2 The Owner shall be named as an additional insured on the insurance required in 11.1.2.1 items 2, 3 and 5 above.

§11.3.1 Change the first sentence to read: Unless otherwise provided, The Contractor, at its sole expense, shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles.

§11.4.1.1 The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the Fixed Price Contract Amount and shall include a power of attorney attached to each bond. The signature of both the Contractor (principal) and the Surety are required. If the Surety is incorporated, both bonds must have the corporate seal. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Fixed Price Contract Amount is

adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be AIA Document A312, or a standard surety form certified approved to be the same as the AIA Document A312, and shall be executed by a Surety, or Sureties, reasonably acceptable to the Owner, listed as acceptable by the U.S. Treasury, and authorized to do business in the State of Idaho. Such surety or sureties shall be within the bonding limits listed in the U.S. Treasury circular 570.

§11.4.1.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 11.4.1.3 It is the Contractor's obligation to notify the Surety in the event of changes in the Contract Documents, which in the absence of notification might serve to discharge the Surety's obligations, duties, or liability under bonds or the Contract.

§12.3.1 Nothing contained in this Article shall be considered a contractual duty or requirement for the Owner to accept nonconforming Work, nor shall anything contained herein relieve the Contractor in any way from the requirement to provide the Work in conformance with the Contract Documents.

§13.1.1 The Contract and all interpretation of the Contract Documents shall be governed by the law of the State of Idaho, and the U.S. Government (appropriate regulations).

§13.1.2 Each Contractor and his subcontractors and sub-subcontractors shall comply with all Idaho Statutes with specific reference to Public Works Contractor's State License Law, Title 54, Chapter 19, Idaho Code, as amended.

§15.1.2.1 Claims must be initiated by written notice to the Architect and the other party. An additional claim made after the initial Claim has been implemented by Change Order will not be considered.

§15.1.2.2 Contractor shall cooperate with Architect/Engineer and Owner in an effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition which is the cause of such a Claim. Failure to make a Claim within the twenty-one (21) day timeframe will result in Contractor's waiver of the Claim and all related damage. Claims must be made by written notice. Claims must contain reasonably detailed information (including all supporting documents) sufficient to allow meaningful review by Owner and Architect/Engineer. Contractor must provide all impacts to the Contract Time and Contract Sum at the time the Claim is submitted. Failure to do so will result in Contractor's waiver of the Claim and all related damage.

§15.1.5.1 Such notice shall include detailed documentation of the cause or event resulting in the need for the extension of time and a critical path schedule analysis based upon the approved Contractor's construction schedule showing the impact of the cause or event on the critical path of the approved Contractor's schedule. Failure to do so will result in Contractor's waiver of the Claim and all related damages.

§15.1.5.2 A notice of Claim for additional time due to adverse weather conditions shall include the monthly issue of *Local Climatological Data* for the months involved, plus the "Normal, Means and Extremes" table from the latest *Annual Summary of Local Climatological Data*, both of which are published by the US Department of Commerce, National Oceanic and Atmospheric Administration, national Climatic Data Center located in Asheville, NC 28801. Failure to do so will result in Contractor's waiver of the Claim and all related damages. Unless otherwise agreed by Owner and Contractor, the "Normal, Means and Extremes" table shall be the basis for determining the number of adverse weather days and the effect on the Work resulting there from which Contractor should have expected to encounter.

§15.1.8 Concealed or Unknown Conditions. If conditions are encountered at the site which are subsurface or are otherwise concealed or unknown physical conditions which differ materially from those indicated in the Contract Documents or which were not reasonably susceptible of being disclosed by the Contractor's examination of the site in accordance with Subparagraph 3.2.1 of these Supplementary Conditions, then notice by the observing party shall promptly be given to the Architect and the other party before the conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially from the Contract Documents or if they were not reasonably susceptible of being disclosed by the Contractor's examination of the site, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both, if the conditions cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Contract. If the Architect determined that the conditions at the site do not warranty an adjustment in the Contract terms, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. If the Owner and the Contractor cannot agree on an equitable adjustment to the Contract terms or otherwise disagree with the determination of the Architect, the matter shall be subject to further proceedings in accordance with Paragraph 15.2.

§15.1.9 The Contractor agrees and acknowledges that he has had sufficient time and opportunity to examine the Contract Documents and the site of the work in order to undertake any necessary actions to determine the character of the subsurface materials and site conditions to be encountered. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a subsurface, concealed or unknown site condition, which does not differ in any material respect from those conditions, disclosed or which reasonably should have been disclosed or identified by the Contractor's examination of the Contract Documents and the site of the work.

§15.1.10 The Contractor shall not be entitled to an adjustment in Contract Time or in contract Sum for any delay or failure of performance to the extent such delay or failure was caused by the Contractor or anyone for whose acts the Contractor is responsible. The Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of failure of performance is delayed or changed due to the fault of the Owner. To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, the Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, but shall not be entitled to an adjustment in Contract Sum. In the event that the Contractor is entitled to an adjustment in the Contract Sum, the Owner will pay only for the following verifiable costs directly associated with the time extension or delay: 1) the actual labor costs, fringe benefits, employment taxes and insurance related to the project Superintendent; 2) the cost associated with the fair rental value of the Project Superintendent's vehicle directly related to the time extension; 3) the direct costs attributable to the extension for the field office facility, including telephone lines, utilities, power, lights, water, and sewer (toilets). Mark-up on these costs will not be allowed. The Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay regardless of cause.

END OF SUPPLEMENTAL CONDITIONS