

Twin Falls City Council-Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor shall review the public hearing procedures.
 2. Individuals wishing to testify or speak before the City Council shall wait to be recognized by the Mayor, approach the microphone/podium, state their name and address, then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the City Clerk. The City Clerk shall make an audio recording of the Public Hearing.
 3. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
 - A complete explanation and description of the request.
 - Why the request is being made.
 - Location of the Property.
 - Impacts on the surrounding properties and efforts to mitigate those impacts.Applicant is limited to 15 minutes, unless a written request for additional time is received, at least 72 hours prior to the hearing, and granted by the Mayor.
 4. A City Staff Report shall summarize the application and history of the request.
 - The City Council may ask questions of staff or the applicant pertaining to the request.
 5. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor may limit public testimony to no less than two minutes per person.
 - Five or more individuals, having received personal public notice of the application under consideration, may select by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the mayor. The spokesperson shall be limited to 15 minutes.
 - Written comments, including e-mail, shall be either read into the record or displayed to the public on the overhead projector.
 - Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
 6. Following the Public Testimony and Applicant's response, the hearing shall continue. The City Council, as recognized by the Mayor, shall be allowed to question the Applicant, Staff or anyone who has testified. The Mayor may again establish time limits.
 7. The Mayor shall close the Public Hearing. The City Council shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.
- * Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and, thereafter removed from the room by order of the Mayor.

COUNCIL MEMBERS:

LANCE	TRIP	DON	DAVID E.	WILLIAM A.	GREG	REBECCA
CLOW	CRAIG	HALL	JOHNSON	KEZELE	LANTING	MILLS SOJKA
<i>Mayor</i>					<i>Vice Mayor</i>	



MINUTES
 Meeting of the Twin Falls City Council
Monday, December 5, 2011
 City Council Chambers
 305 3rd Avenue East - Twin Falls, Idaho

5:00 P.M.

PLEDGE OF ALLEGIANCE TO THE FLAG
 CONFIRMATION OF QUORUM
 INTRODUCTION OF STAFF
 CONSIDERATION OF THE AMENDMENTS TO THE AGENDA:
 PROCLAMATIONS: None.

AGENDA ITEMS	Purpose	By:
I. <u>CONSENT CALENDAR:</u> 1. Consideration of accounts payable for November 29-December 5, 2011. 2. Consideration of the November 28, 2011, City Council Minutes.	<u>Action</u>	<u>Staff Report</u> Sharon Bryan L. Sanchez
II. <u>ITEMS FOR CONSIDERATION:</u> 1. Public input and/or items from the City Manager and City Council.		
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>		
IV. <u>PUBLIC HEARINGS:</u> 6:00 – None.		
V. <u>ADJOURNMENT:</u> Executive Sessions: 67-2345(1)(a) To consider hiring a public officer, employee, staff member or individual agent. This paragraph does not apply to filling a vacancy in an elective office; 67-2345(1)(b) To consider the evaluation, dismissal, or disciplining of or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.		

**Any person(s) needing special accommodations to participate in the above noticed meeting should contact Leila Sanchez at (208) 735-7287 at least two working days before the meeting.*

Present: Lance Clow, Don Hall, Rebecca Mills Sojka, David E. Johnson, Gregory Lanting

Absent: Trip Craig, William Kezele

Staff Present: City Manager Travis Rothweiler, Community Development Director Mitch Humble, Deputy City Clerk/Recording Secretary Leila A. Sanchez

Mayor Hall called the meeting to order at 5:00 P.M. He invited all present, who wished to, to recite the Pledge of Allegiance to the Flag with him. A quorum was present.

CONSIDERATION OF THE AMENDMENTS TO THE AGENDA: None.

PROCLAMATIONS: None.

AGENDA ITEMS

I. CONSENT CALENDAR:

1. Consideration of accounts payable for November 29-December 5, 2011, total: \$654,407.93.
Fire Payroll total: 12/01/2011, \$49,867.92.
2. Consideration of the November 28, 2011, City Council Minutes.

MOTION:

Councilperson Johnson made the motion to approve the Consent Calendar as presented. The motion was seconded by Vice Mayor Lanting and roll call vote showed all members present voted in favor of the motion. Approved 5 to 0.

II. ITEMS FOR CONSIDERATION:

1. Public input and/or items from the City Manager and City Council.

City Manager Rothweiler stated that on December 9, 2011, the AIC Pre-legislative meeting will be held in Boise at 9:30 A.M.

III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:

Councilperson Johnson and City Manager Rothweiler gave an update on the Recycling Committee meeting held at 12:00 P.M. on December 5, 2011. The results of the City of Twin Falls on-line survey can be found at the following website:
<https://id-twinfalls.civicplus.com/CivicAlerts.aspx?AID=46>

Councilperson Clow gave an update on the Youth Council Meeting held at 4:00 P.M. on December 5, 2011. Staff will create a media release inviting youth to join the organization.

IV. PUBLIC HEARINGS: 6:00 – None.

V. ADJOURNMENT: Executive Sessions: 67-2345(1)(a) To consider hiring a public officer, employee, staff member or individual agent. This paragraph does not apply to filling a vacancy in an elective office;

67-2345(1)(b) To consider the evaluation, dismissal, or disciplining of or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.

MOTION:

Vice Mayor Lanting made a motion to adjourn to Executive Session as presented. The motion was seconded by Councilperson Mills Sojka and roll call vote showed all members present voted in favor of the motion. Approved 5 to 0.

The meeting adjourned at 5:35 P.M.

Leila A. Sanchez
Deputy City Clerk/Recording Secretary



MINUTES

Meeting of the Twin Falls City Council
Monday, December 19, 2011
City Council Chambers
305 3rd Avenue East -Twin Falls, Idaho

PRESENT: Mayor Don Hall, Vice Mayor Greg Lanting, Councilpersons Trip Craig, Lance Clow, Rebecca Mills Sojka and David E. Johnson

ABSENT: William Kezele

STAFF: City Manager Travis Rothweiler, City Attorney Fritz Wonderlich, Planning and Zoning Director Mitch Humble, Parks and Recreation Director Dennis Bowyer, City Engineer Jackie Fields and Deputy City Clerk Sharon Bryan

Mayor Hall called the meeting to order at 5:00 PM: He then invited all present who wish, to recite the Pledge of Allegiance to the Flag.

City Manager Travis Rothweiler asked that an additional item be added to the Agenda. Consider Library Trustee's request to reappoint Benjamin L. Cluff to a full term of office, January 1, 2012 to December 31, 2016 to the Twin Falls Public Library Board.

Vice Mayor Lanting moved to amend agenda adding the reappointment of Benjamin L. Cluff to the Twin Falls Public Library Board. The motion was seconded by Councilperson Clow and roll call vote showed all members present voted in favor of the motion. Approved 5-0

I. CONSENT CALENDAR:

1. Consideration of accounts payable for December 13 - 19, 2011.
Prepaid - \$8,900.78, Regular – \$1,163,693.79
2. Consideration of the December 12, 2011, City Council Minutes

MOTION:

Vice Mayor Lanting made the motion to approve the Consent Calendar as presented. The motion was seconded by Councilperson Clow and roll call vote showed all members present voted in favor of the motion. Approved 5- 0

II. ITEMS FOR CONSIDERATION:

1. Consideration of a request to have Mayor Don Hall administer the Oath of Office to Shawn Applewhite, the Police Department's newest police officer.

Chief of Police Brian Pike introduced Police Officer Shawn Applewhite.

Mayor Hall with the assistance of Councilperson Johnson swore in Police Officer Shawn Applewhite.

2. Consideration to approve Benjamin Cluff, 2713 Suncrest Circle to serve as a Library Trustee.

Library Director Ash stated that the current Board of Trustees of the Twin Falls Library requests that Benjamin Cluff who resides at 2713 Suncrest Circle, be appointed by the City Council to serve as a Library Trustee for a full term of office from January 1, 2012 through December, 2016.

Councilperson Johnson made the motion to reappoint Benjamin Cluff to serve as a library Trustee for a full term of office from January 1, 2012 through December 2016. The motion was seconded by Councilperson Clow and roll call vote showed all members present voted in favor of the motion. Approved 5 to 0

3. Consideration of a proposed policy for Community Gardens on City owned property.

Parks and Recreation Director Dennis Bowyer explained this policy was presented to the Parks & Recreation Commission on Tuesday December 13th for their review. The Parks & Recreation Commission unanimously recommended to the City Council to adopt the Community Garden Policy.

He went on to explain that currently, City Code does not allow community gardens on private property. In addition to adoption of the policy, the task force also recommends that the Council direct staff to modify the City Code to allow community gardens on private property by special use permit.

Parks and Recreation Director Bowyer explained that the task force members have discussed a proposed community garden on County owned property at the old Immanuel Lutheran school site on Shoup Avenue West, just west of Canyon View Hospital. During the discussion, the County said they would be willing to lease the property to the City for a trial period of one year at \$1 per year and then the City could sublet to a group to operate a garden. There is a high possibility to use PI water from an existing coulee that is directly north of the property. The electrical source to operate a pump for the irrigation is still being worked on.

Discussion ensued on the following:

- Policy looked good
- Make sure it is open to all not just one group
- Termination concern on wording regarding leaving garden.
- Who might the likely users / benefactors be.
- Concerns with favoritism
- Who benefits from the fruits/vegetables
- People who participate benefit from the produce.
- Spots will be given by a lottery or raffle.
- Is this the same rules as CSI garden.
- They do allow retail sales and they have rules for each individual gardener out there.
- Community Garden Policy for only City owned property.
- Lincoln School is participating in green program and is planning to put in a garden
- Vandalism is the responsibility of the gardeners.

Councilperson Mills-Sojka made the motion to direct staff to come back with a City Code Amendment to allow Community Gardens on private property through a special use permit and approve the Community Garden Policy. The motion was

seconded by Councilperson Clow and roll call vote showed all members present voted in favor of the motion. Approved 5-0.

4. Consideration of the annual impact fee report from the Development Impact Fee Advisory Committee, including a resolution waiving the inflation adjustment for the 2012 impact fee rates.

Planning and Zoning Director Mitch Humble explained that on August 1, 2009, the City began collecting development impact fees with new building permits. Part of the State requirements for cities that have an impact fee program, is an annual reporting requirement from the Development Impact Fee Advisory Committee to the City Council. This agenda item is the required annual report for the close of Fiscal Year 2011. The Committee met on November 1, 2011 to make their final recommendations for this report.

State code requires the Development Impact Fee Advisory Committee to “file periodic reports, at least annually, with respect to the capital improvements plan and report to the governmental entity any perceived inequities in implementing the plan or imposing the development impact fees” (67-8205(3)(d)). This agenda item is the required annual report. As mentioned above, one of the Committee’s recommendations is to waive the automatic fee inflation adjustment for 2012. A resolution is attached to that end. A simple majority vote of the Council is required to adopt the resolution.

Councilperson Mills-Sojka Fire and Police might have trouble spending the money. Is it eligible?

Planning and Zoning Director Humble explained that we are not eligible because there is not a capital improvement plan. We cannot use an impact fee to remedy an existing deficiency.

Mayor Hall - what is the downside of not passing the resolution.

Planning and Zoning Director Humble explained MCI is a way of looking at those things that cities typical buy within a year and informing cities those things are going up or down. Our collections fall behind our costs if resolution is not approved.

City Manager Rothweiler explained growth rate plan.

Planning and Zoning Director Humble – We are not talking change. When we do an update to our comprehension plan than we will update those numbers.

Councilperson Clow – cost index 5.1% He felt it was a little high. This is not a wavier if money.

Councilperson Johnson concerned of over collecting.

Mills-Sojka concern would not correct for inflation and then have a boom in growth and not correct for that. Worried about taxpayers having to pay the difference. Would like it equal to need.

Councilperson Lance Clow made the motion to accept the report and pass Resolution #1877 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, WAIVING THE AUTOMATIC ANNUAL INFLATION ADJUSTMENT FOR IMPACT FEES FOR 2012.

The motion was seconded by Councilperson David Johnson and roll call voted showed Councilperson Clow, Mayor Hall, Councilperson Johnson and Vice Mayor Lanting voting in favor of the motion. Councilperson Mills-Sojka voted against the motion. Approved 4-1

5. Consideration of a request from Traffic Safety Commission Chairman Rod Mathis and Co-Chair Kirk Brower for the placement of two informational signs near the top and the bottom of the Canyon Springs Grade. These signs will remind pedestrians, cyclists, and motorists of the proper and safe use of the roadway.

Over the past few years, the number of pedestrians, cyclists, and motorists using the Canyon springs Grade has increased. Due to the large number of citizens in the community using this area, we feel the congestion on the roadway has created a safety hazard for all those who utilize the grade for driving, walking, and riding bicycles. With the narrow width of the roadway from the top of the grade to the bottom of the canyon, we often see pedestrians walking in the lanes of travel and obstructing motorized traffic. Depending on the time of day, the sun also creates a hazard for those on the grade.

The Traffic Commission hopes that placement of the signs will provide guidance to pedestrians to walk on the left side of the roadway, no more than two abreast and in single file, when vehicles are approaching. The signs also advise cyclists to ride as close to the right side of the roadway as possible and no more than two abreast. The signs also list the appropriate Idaho Statutes governing pedestrians, cyclists, and motorists.

Councilperson Craig in attendance at 6:00 PM

Councilperson Johnson – Surface concerns -cleaning of road.

City Engineer Fields – explained that roadways are maintained however she explained that rocks are always falling on the road.

Councilperson Clow – Concerned about bikes riding side by side. He felt that bike coming up the grade single file would be safer.

Vice Mayor Lanting – good idea. Walkers and bikers need to pay attention and share the road. Be careful.

Mayor Hall expressed he feels it is a great idea,

Councilperson Clow -Do not ride more than two replace to say Ride single file uphill and not more than two side by side downhill.

Councilperson Johnson moved approval of the placement of two informational signs near the top and the bottom of the Canyon Springs Grade with the adjustment of wording regarding riding single file uphill. The motion was seconded by Councilperson Mills-Sojka and roll call vote show all present in favor of the motion.

Motion passed 6-0

6. Consideration of a request for additional height for the Chobani Yogurt facility located on 190 +/- acres at 3450 Kimberly Road East.

Planning and Zoning Director Humble explained request using visuals.

Councilperson Lanting – 85’ is about 7 stories? What about sprinklers?

Planning and Zoning Director Humble indicated that the plans include sprinklers.

Councilperson Mills Sojka – Was this site specific or is this a general M-2

Approval apply to only this property.

Councilperson Mills-Sojka made the motion to approve the request for additional height for the Chobani Yogurt facility located on 190 +/- acres at 3450 Kimberly Road East. The motion was seconded by Councilperson Johnson and roll call vote showed all members present voted in favor of the motion. Approved 5-0.

7. Consideration of adoption of a PUD Agreement between the City of Twin Falls and Gary Storrer. (app.1916 & 1990)

Planning and Zoning Humble reviewed history of this PUD using visuals.

A discussion ensued on the following:

- Location near Canyon
- Any concerns from staff?
- Does this give us all the rights of way
- Where the trail is and if the trail is visible to the canyon rim.

Councilperson Johnson moved adoption of a PUD Agreement between the City of Twin Falls and Gary Storrer. (app.1916 & 1990) The motion was seconded by Councilperson Clow and roll call vote showed all members present voted in favor of the motion. Approved 6-0.

8. Public input and/or items from the City Manager and City Council
 - City Council gave their appreciation to Ben Botkin, Times News reporter. Ben will be moving to Bend Oregon. Melissa Davlin and Brad Guire will be our new Times News reporters.
 - City Manager Rothweiler announced he will be out of the office December 26-30, 2011. Mitch Humble will be the Acting City Manager.

PUBLIC HEARINGS: NONE

EXECUTIVE SESSION:

67-2345 (1)(a) To consider hiring a public officer, employee, staff member or individual agent. This paragraph does not apply to filling a vacancy in an elective office: and

67-2345 (1)(F) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

Councilman Johnson moved to adjourn to Executive session 67-2345(1)(a) To consider hiring a public officer, employee, staff member or individual agent. This paragraph does not apply to filling a vacancy in an elective office and 67-2345 (1)(F) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but

imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement. The motion was seconded by Councilperson Mills-Sojka and roll call vote showed all present in favor. Motion passed 6-0

ADJOURNMENT:

There being no further business the meeting was adjourned at 6:40 PM

Sharon Bryan,
Deputy City Clerk



Date: TUESDAY JANUARY 03, 2012

To: Honorable Mayor and City Council

From: Mitch Humble, Community Development Department

ITEM I

Request: Consideration of a 4th & final extension of the final plat of the Desert Falls Subdivision, 58.36 (+/-) acres with 45 single family residential lots located at the southeast corner of 3300 East Road and Falls Avenue East, c/o Rod Mathis/Riedesel Engineering on behalf of FRS, LLC/Doug Strand

Background:

Applicant: FRS, LLC c/o Doug Strand P.O. Box 487 Twin Falls, ID 83303 734-5163 Riedesel Engineering Inc. c/o Rod Mathis 202 Falls Avenue Twin Falls, ID 83301 733-2446	Status: Owner/Engineer	Size: 58.36(+/-) acres
	Zoning: SUI within the Area of Impact	Requested Zoning: 4 th & final 2-year extension of the approval of the Final Plat
	Comprehensive Plan: Rural Residential	Lot Count: 45 residential lots and 1 retention lot
	Existing Land Use: agricultural	Proposed Land Use: Single family residential subdivision
	Applicable Regulations: 10-1-4, 10-1-5, 10-4-2, 10-8-4(D), 10-12-2.4	
Zoning Designation & Surrounding Land Use(s)	North: SUI Area of Impact; Falls Ave E, Calvary Chapel and agricultural land	East: SUI Area of Impact; agricultural
	South: SUI Area of Impact; agricultural	West: SUI Area of Impact; 3300 East Road, agricultural

Approval Process:

City Code 10-8-4(D) states:

(D) ".....All applications for final and conveyance plats of subdivisions, for vacations and for the rezoning of property within the area of city impact shall be submitted to the city council for their recommendation, prior to submission to the board of county commissioners. The board of county commissioners may approve the application as recommended by the city council, deny the application or remand the application to the city for further proceedings. (Ord. 2922, 10-22-2007)

TF City Code Title 10; Chapter 12-Subdivision Regulations; Section 2.4(I)-Final Plat:

(I)Approval Period: Final plat shall be filed with the county recorder within two (2) years after written approval by the council; otherwise such approval shall become null and void unless prior to said expiration date an extension of time is applied for by the subdivider and granted by the council. Only one extension may be granted by the council for a term of two (2) years. (Ord. 3006, 7-25-2011)

Being aware the plat(s) would not be recorded by the 1 year time the developer/owner requested a final 2-year extension.

Budget Impact:

Approval of this specific request will have negligible impact on the City budget today however this is a step in a project that will have an impact on the budget. There is no cost estimate or specific time frame for this project as of today's date.

Regulatory Impact:

Approval of this request will allow the applicant to proceed to develop a Final Plat in conformance with the approved Preliminary Plat and any conditions placed on the approval of the final plat.

History:

The Planning & Zoning Commission approved the preliminary plat of Deseret Falls Subdivision on June 26, 2007, subject to the following three (3) conditions:

1. **Subject to final technical review by the City Engineering Department and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.**
2. **Subject to arterial and collector streets adjacent and within the property being rebuilt or built to current City standards upon development of the property.**
3. **No lots in the subdivision shall be permitted to have access onto Falls Avenue East, 3300 East Road or Stadium Boulevard.**

On November 19, 2007 the City Council recommended approval of the final plat of Deseret Falls Subdivision, as presented, subject to the three (3) conditions of approval for the preliminary plat.

The Board of County Commissioners approved the final plat, as presented, on January 16, 2008 subject to the three (3) conditions as recommended by the City Council.

On November 10, 2008 the City Council recommended a 1-year extension of the approval of the Desert Falls Subdivision final plat, as presented, subject to the original three (3) conditions and on November 24, 2008 the Board of County Commissioners approved the 1-year extension, as recommended. The extension on the approval of the final plat is until January 16, 2010.

On November 16, 2009 the Twin Falls City Council recommended approval for a 2nd one year extension for the Deseret Falls Subdivision final plat, as presented, subject to the original three (3) conditions and on December 03, 2009 the Board of County Commissioners approved the 1-year extension, as presented, and subject to the original (3) conditions. The extension on the approval of the final plat is until January 16, 2011.

On October 25, 2010 the Twin Falls City Council recommended approval for a 3rd one year extension for the Deseret Falls Subdivision final plat, as presented, subject to the original three (3) conditions and on November 05, 2010 the Board of County Commissioners approved the 1-year extension, as presented, and subject to the original (3) conditions. The extension on the approval of the final plat is until January 16, 2012.

Conclusion:

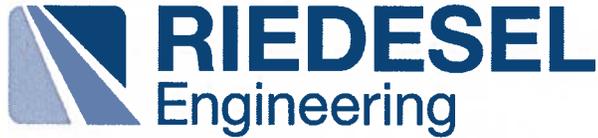
Attached is a letter, dated November 30, 2011, from Kent Atkin/Riedesel Engineering on behalf of FRS, LLC c/o Doug Strand requesting a 4th and final two-year extension of the approval of the Deseret Falls Subdivision final plat due to the continued depressed housing market and building economy.

Staff recommends the City Council recommend approval to the Board of County Commissioners of a 4th and final two-year extension of the filing requirement on the final plat for Deseret Falls Subdivision, as presented, subject to the original (3) conditions.

This will automatically be scheduled for a decision by the County Commissioners with the City Council's recommendation.

Attachments:

1. Narrative/Letter of Request
2. Area Map of the Plat
3. Approved Preliminary Plat/Approved Final Plat
4. Portion of Minutes of the November 19, 2007, November 10, 2008, November 16, 2009 & the October 25, 2010 City Council public meeting



RECEIVED

NOV 30 2011

CITY OF TWIN FALLS
BUILDING DEPT.

November 30, 2011

Rene'e Carraway
Community Development Manager
City of Twin Falls
P.O. Box 1907
Twin Falls, Idaho 83303-1907

RE: Desert Falls Subdivision, Final Plat extension request

Dear Ms. Carraway;

The City Council approved the final plat of the Desert Falls Subdivision on November 19, 2007. As the local economy continues not to improve along with the housing market, Doug Strand is not ready to construct this project until the economy and the housing market improves. Doug is requesting an additional one-year extension of the final plat for the Desert Falls final plat.

Doug would appreciate having this one-year extension request scheduled before City Council. Please contact me at 733-2446 regarding any questions on this matter.

Sincerely;

Kent Atkin
Project Manager

OK
GV
12/8/11

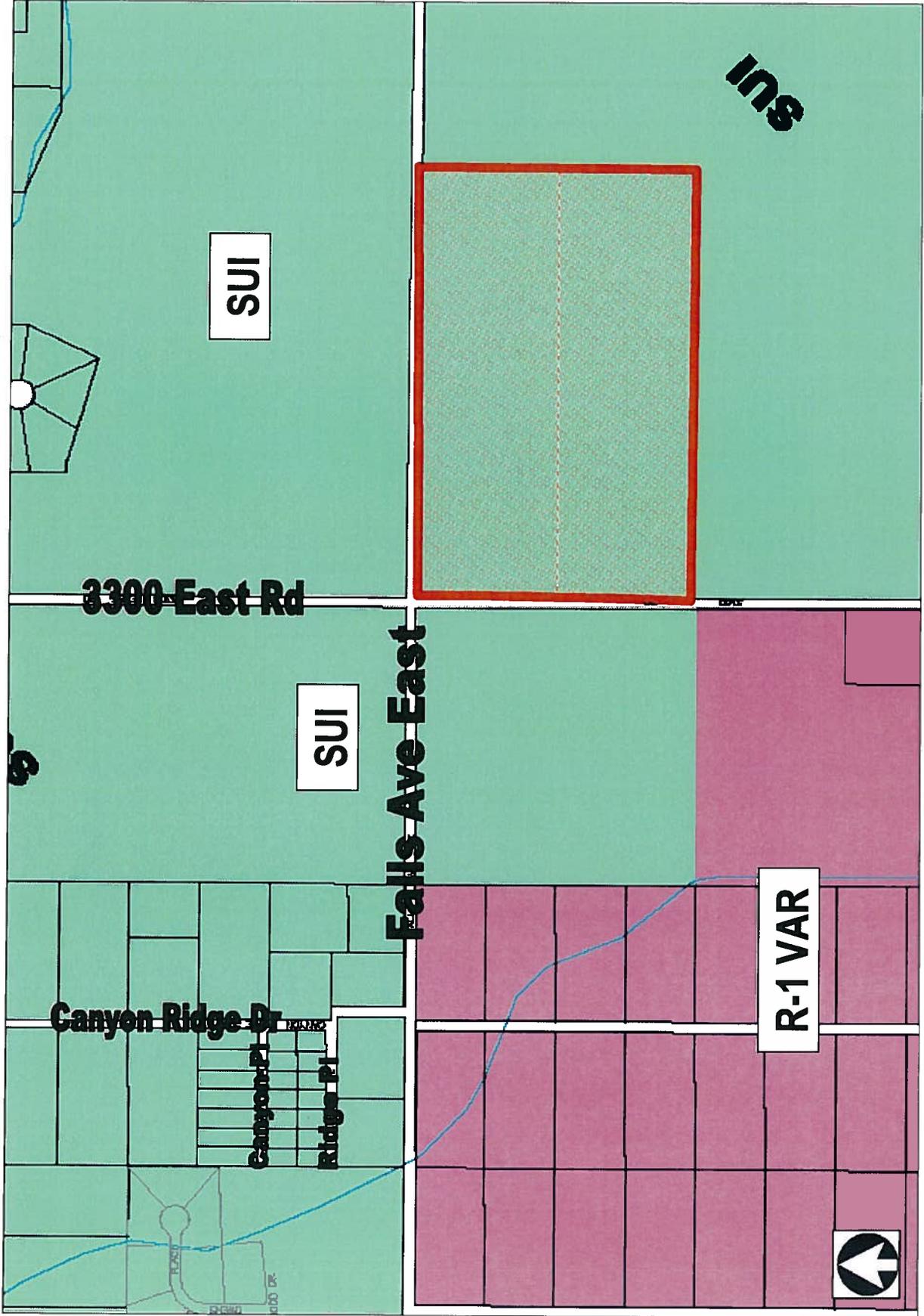
CC: Doug Strand

202 Falls Avenue
Twin Falls, ID 83301
208/733-2446
Fax 208/734-2748

PO Box 782
Meridian, ID 83680
208/898-9165
Fax 208/734-2748

77 Southway, Suite C
Lewiston, ID 83501
208/743-3818
Fax 208/743-3819

800 North Eastmont
East Wenatchee, WA 98802
509/888-0393
Fax 509/888-0541





DESERT FALLS SUBDIVISION

IN
 GOV'T. LOT 1 & THE NW1/4 NW1/4, SECTION 7
 T. 10 S., R. 18 E., B.M.,
 TWIN FALLS COUNTY, IDAHO
 2007
 58.36 ACRES



LEGEND

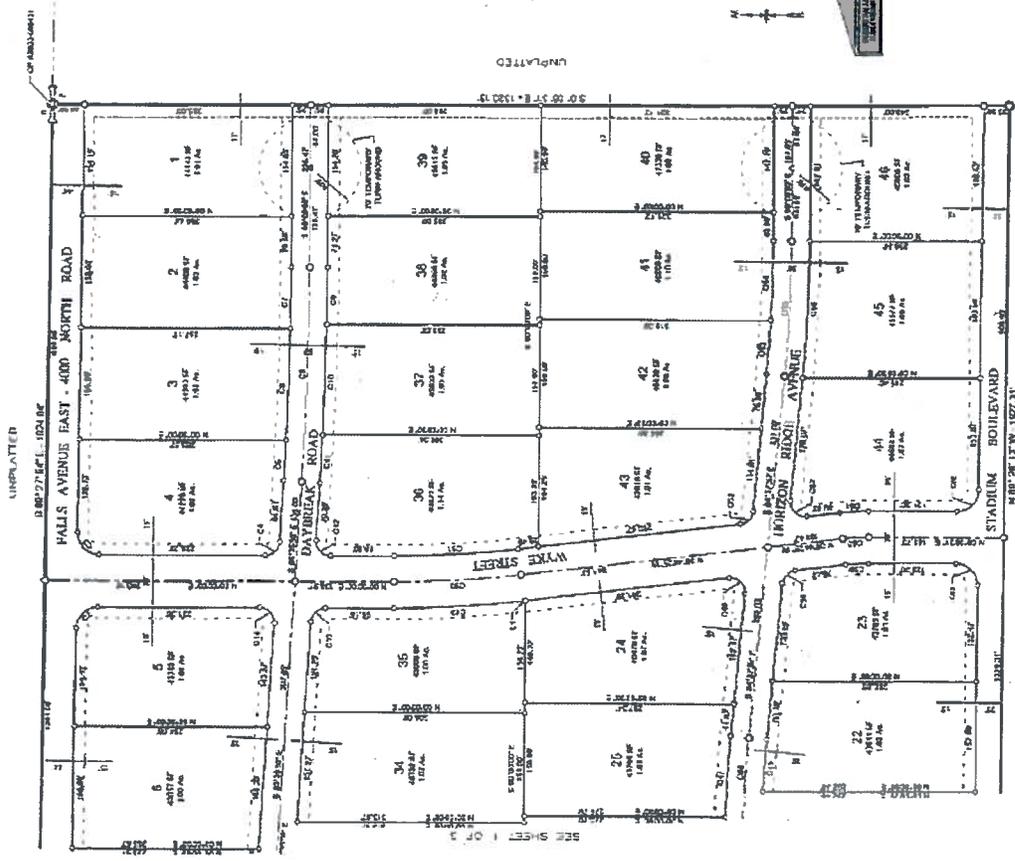
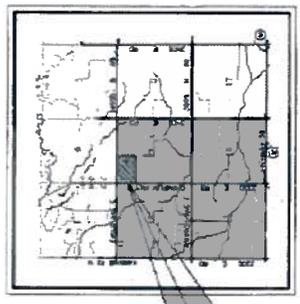
- BOUNDARY LINE
- SECTION LINE
- CENTRELINE
- ACCESS, DRAINAGE & UTILITY EASEMENT
- IRRIGATION EASEMENT
- UTILITY EASEMENT
- BRASS CAP FOUND
- ROUND 5/8" 30' REBAR
- SET 1/2" 34' REBAR & CAP
- SET 5/8" 30' REBAR & CAP
- LOT NUMBER
- COMPUTED POINT NOT SET
- BASIS OF BEARINGS
- CORNER PERPETUATION NUMBER
- SQUARE FEET
- ACRE

CURVATURE DATA TABLE

STATION	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
1+00	N 89° 52' 30" W	100.00	89° 52' 30"	100.00	N 89° 52' 30" W	100.00	89° 52' 30"	100.00
1+05	N 89° 52' 30" W	100.00	89° 52' 30"	100.00	N 89° 52' 30" W	100.00	89° 52' 30"	100.00
1+10	N 89° 52' 30" W	100.00	89° 52' 30"	100.00	N 89° 52' 30" W	100.00	89° 52' 30"	100.00
1+15	N 89° 52' 30" W	100.00	89° 52' 30"	100.00	N 89° 52' 30" W	100.00	89° 52' 30"	100.00
1+20	N 89° 52' 30" W	100.00	89° 52' 30"	100.00	N 89° 52' 30" W	100.00	89° 52' 30"	100.00
1+25	N 89° 52' 30" W	100.00	89° 52' 30"	100.00	N 89° 52' 30" W	100.00	89° 52' 30"	100.00
1+30	N 89° 52' 30" W	100.00	89° 52' 30"	100.00	N 89° 52' 30" W	100.00	89° 52' 30"	100.00
1+35	N 89° 52' 30" W	100.00	89° 52' 30"	100.00	N 89° 52' 30" W	100.00	89° 52' 30"	100.00
1+40	N 89° 52' 30" W	100.00	89° 52' 30"	100.00	N 89° 52' 30" W	100.00	89° 52' 30"	100.00
1+45	N 89° 52' 30" W	100.00	89° 52' 30"	100.00	N 89° 52' 30" W	100.00	89° 52' 30"	100.00
1+50	N 89° 52' 30" W	100.00	89° 52' 30"	100.00	N 89° 52' 30" W	100.00	89° 52' 30"	100.00
1+55	N 89° 52' 30" W	100.00	89° 52' 30"	100.00	N 89° 52' 30" W	100.00	89° 52' 30"	100.00
1+60	N 89° 52' 30" W	100.00	89° 52' 30"	100.00	N 89° 52' 30" W	100.00	89° 52' 30"	100.00
1+65	N 89° 52' 30" W	100.00	89° 52' 30"	100.00	N 89° 52' 30" W	100.00	89° 52' 30"	100.00
1+70	N 89° 52' 30" W	100.00	89° 52' 30"	100.00	N 89° 52' 30" W	100.00	89° 52' 30"	100.00
1+75	N 89° 52' 30" W	100.00	89° 52' 30"	100.00	N 89° 52' 30" W	100.00	89° 52' 30"	100.00
1+80	N 89° 52' 30" W	100.00	89° 52' 30"	100.00	N 89° 52' 30" W	100.00	89° 52' 30"	100.00
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1+95	N 89° 52' 30" W	100.00	89° 52' 30"	100.00	N 89° 52' 30" W	100.00	89° 52' 30"	100.00
2+00	N 89° 52' 30" W	100.00	89° 52' 30"	100.00	N 89° 52' 30" W	100.00	89° 52' 30"	100.00

LINE DATA TABLE

LINE	BEARING	DISTANCE
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HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE REIMPOSED IN ACCORDANCE WITH IDAHO CODE TITLE 50, CHAPTER 13, SECTION 50-1329, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DATE _____ REF: SOUTH CENTRAL DISTRICT HEALTH RECORD OF SURVEY #2005-014839, WARRANTY DEED #2006-003943.

NOTES:
 THE LOTS ON THIS PLAN ARE SUBJECT TO RESTRICTIONS CONCERNING THE LOCATION OF WELLS AND SEPTIC SYSTEMS. THESE RESTRICTIONS ARE ON FILE AT THE SOUTH CENTRAL DISTRICT HEALTH DEPARTMENT OFFICE, 202 FALLS AVENUE, TWIN FALLS, IDAHO 83301. THE HEALTH DEPARTMENT'S APPROVAL OF THE WELL AND SEPTIC LOCATION AND CONFORMANCE WITH THEIR RESTRICTIONS.
 ALL LOTS SHALL BE ACCESSED FROM INTERIOR STREETS ONLY.

RIEDEL ENGINEERING, INC.
 202 FALLS AVENUE
 TWIN FALLS, IDAHO 83301
 DESERT FALLS SUBDIVISION
 SHEET 2 OF 3



COUNCIL MEMBERS:

SHAWN	LANCE	TRIP	GLEND A	DON	DAVID E.	GREG
BARIGAR	CLOW	CRAIG	DWIGHT	HALL	JOHNSON	LANTING
	<i>Mayor</i>		<i>Vice Mayor</i>			



MINUTES

Meeting of the Twin Falls City Council
MONDAY, November 19, 2007
City Council Chambers
305 3rd Avenue East Twin Falls, Idaho

PLEDGE OF ALLEGIANCE TO THE FLAG

CALL MEETING TO ORDER: 5:00 P.M.

Proclamation: Home Health and Hospice Month
Angeli Di Lucca, Community Resource Coordinator

AGENDA ITEMS

I. CONSENT CALENDAR:

1. Consideration of accounts payable: November 13 – 19, 2007, total: \$431,337.45.
2. November 13, 2007, MINUTES
3. Alcohol License Applications:
 - a. The Smoke – N – Head Inc., located at 347 Washington Street North.

II. ITEMS FOR CONSIDERATION:

1. Presentation by Gary Stone to present conceptual sketches of the upcoming Magic Valley Mural expansion at the Airport.
2. Consideration to accept a land donation from Williamson Brothers, LLP.
3. Consideration to adopt proposed Ordinance #2924, regulating private security companies and private security officers which operate in Twin Falls.
4. Consideration of approval of the final plat of the Desert Falls Subdivision, 58.36 (+/-) acres with 46 lots located at the south east corner of 3300 East Road and Falls Avenue East, c/o FRS, LLC.
5. Consideration to approve a contract with JUB Engineers to develop a master plan for the development of pressurized irrigation facilities.
6. Public input and/or items from the City Manager and City Council.

III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:

IV. PUBLIC HEARINGS: 6:00 P.M.

1. Request for a Zoning Title Amendment to amend Twin Falls City Code 10-12-4.2(P) by requiring construction of Pressure Irrigation Systems for new developments, c/o City of Twin Falls. (app. 2150)
2. To set new Corporate Membership rates for the Municipal Golf Course and to adopt proposed Resolution #1793.

V. ADJOURNMENT:

Leila Sanchez
Deputy City Clerk

Attendance

Present:

Mayor Lance Clow
Vice Mayor Glenda Dwight
Shawn Barigar
Trip Craig
Don Hall
David Johnson
Greg Lanting

Absent: None

CITY STAFF PRESENT: City Manager Tom Courtney, City Attorney Fritz Wonderlich, City Engineer Jackie Fields, Parks and Recreation Director Dennis Bowyer, Airport Manager Bill Carberry, Community Development Director Mitch Humble, Staff Sergeant Dan Lewin, Fire Chief Ron Clark, Deputy City Clerk Leila Sanchez.

Mayor Clow called the meeting to order at 5:00 P.M. He invited all present, who wished to, to recite the Pledge of Allegiance to the Flag with him. He also stated that a quorum was present.

Proclamation: Home Health and Hospice Month

Mayor Clow read the Proclamation and presented it to Angeli Di Lucca, Community Resource Coordinator.

Mayor Clow added Item II.6. to the Items for Consideration: Review of the City Council Schedule of Regular Meetings and Public Hearings for 2008.

AGENDA ITEMS

I. CONSENT CALENDAR:

1. Consideration of accounts payable: November 13 – 19, 2007, total: \$431,337.45.
2. November 13, 2007, MINUTES

MOTION:

Councilperson Johnson made the motion to approve the Consent Calendar with the removal of Item II.3. The motion was seconded by Vice Mayor Dwight and roll call vote showed all members present voted in favor of the motion. The motion passed.

3. Alcohol License Applications:
 - a. The Smoke – N – Head Inc., located at 347 Washington Street North.

Discussion followed:

-The application was denied by the County.

Alan Nagel, 1011 Filer Avenue West, explained the request. He stated that the business is 100% legal. He stated that he received approval from the State but the application was denied by the County. He had not received the reason for the County's denial of the application.

Discussion followed:

-Tabling the application until receipt of additional information on the denial by the County.

MOTION:

Vice Mayor Dwight made the motion to table the Alcohol License Application for The Smoke-N-Head, Inc., located at 347 Washington Street North. The motion was seconded by Councilperson Johnson and roll call vote showed all members present voted in favor of the motion. The motion was tabled.

Council directed staff to contact Twin Falls County for additional information in regards to their denial of the application.

II. ITEMS FOR CONSIDERATION:

1. Presentation by Gary Stone to present conceptual sketches of the upcoming Magic Valley Mural expansion at the Airport.

Airport Manager Carberry stated that the Council granted Mr. Stone \$5,000 toward the development. Mr. Stone has formally donated the mural to the City for future preservation.

Gary Stone gave a presentation of the plans for the mural.

2. Consideration to accept a land donation from Williamson Brothers, LLP.

City Engineer Fields reviewed the request. Williamson Brothers LLP owns a parcel of land on Washington Street North that will eventually be located at the northeast corner of Cheney Drive West and Washington Street North. Williamson Brothers, LLP is donating a portion of the property along Washington Street North and Cheney Drive West for public right-of-way. With this dedication of land, the intersection can be constructed as part of the North Haven Subdivision Phase 1.

The Council's approval of this request will facilitate the platting of the North Haven Subdivision and the fulfillment of the conditions placed upon the project during the planning stage.

Councilperson Johnson made the motion to accept the land donation and dedication of property along Washington Street North and Cheney Drive West for public right-of-way, as presented. The motion was seconded by Councilperson Hall and roll call vote showed all members present voted in favor of the motion. The motion passed.

3. Consideration to adopt proposed Ordinance #2924, regulating private security companies and private security officers which operate in Twin Falls.

Staff Sergeant Lewin reviewed the request. The Police Department is concerned that people in the community, homeowners, and business owners in Twin Falls may be victimized by fraudulent entities representing themselves as security professionals and are equally concerned that legitimate security professionals could suffer losses in business or reputation when this occurs.

Discussion followed:

-Off duty police officers and the Sheriff's office would not be required to be licensed.

-Proposed licensing procedure.

-Application Fee: \$25 and Annual License Fee: \$50.

Larry Robertson spoke in favor of the request.

City Attorney Wonderlich stated that the licensing would not approve but identify a security company.

Councilperson Johnson made the motion to suspend the rules and place Ordinance #2924, on third and final reading by title only. The motion was seconded by Councilperson Hall and roll call vote showed all members present voted in favor of the motion. The motion passed.

Deputy City Clerk Sanchez read the title to Ordinance #2924 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, ENACTING A NEW CHAPTER 15, TITLE 3, OF THE TWIN FALLS CITY CODE, PROVIDING FOR THE LICENSING OF PRIVATE SECURITY SERVICES; AND PROVIDING FOR PUBLICATION BY SUMMARY.

Councilperson Hall made the motion to adopt Ordinance #2924, as presented. The motion was seconded by Vice Mayor Dwight and roll call vote showed all members present voted in favor of the motion. The motion passed.

A public hearing will be held on December 17, 2007, for the adoption of the associated fees.

4. Consideration of approval of the final plat of the Desert Falls Subdivision, 58.36 (+/-) acres with 46 lots located at the south east corner of 3300 East Road and Falls Avenue East, c/o FRS, LLC.

Community Development Director Humble reviewed the request. A parks in-lieu request was approved by the City Council on June 19, 2006. The subdivision was originally submitted as the Sunrise Ridge Subdivision in July of 2006. On December 1, 2006, a new preliminary plat was submitted, superceding the previous development.

Approval of the request will allow the applicant to proceed to develop a Final Plat in conformance with the approved preliminary plat and any conditions placed on the approval.

City water and sewer services are not available in this area. An area must also be located within the City of Twin Falls to access those services. This area is not eligible to be annexed as it is not contiguous to City boundaries. The development shall require a personal well and septic system for each home.

All applications for final plats of subdivisions for vacations and for the rezoning of property within the area of City impact shall be submitted to the City Council for their recommendation, prior to submission to the Board of County Commissioners.

On June 26, 2007, The Commission unanimously approved the preliminary plat, as presented, subject to the following conditions:

1. Subject to final technical review by the City Engineering Department and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to arterial and collector streets adjacent and within the property being rebuilt or built to current City Standards upon development of the property.
3. No lots in the subdivision shall be permitted to have access onto Falls Avenue East, 3300 East Road or Stadium Boulevard.

Rod Mathis, Riedesel Engineering Inc., representing the applicant explained the request.

Vice Mayor Dwight made the motion to recommend for approval to the Board of County Commissions the final plat of the Desert Falls Subdivision, 58.36 (+/-) acres with 46 lots located at the southeast corner of 3300 East Road and Falls Avenue East, c/o FRS, LLC. as presented, with the following conditions:

1. Subject to final technical review by the City Engineering Department and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to arterial and collector streets adjacent and within the property being rebuilt or built to current City Standards upon development of the property.
3. No lots in the subdivision shall be permitted to have access onto Falls Avenue East, 3300 East Road or Stadium Boulevard.

The motion was seconded by Councilperson Lanting and roll call vote showed all members present voted in favor of the motion. The motion passed.

5. Consideration to approve a contract with JUB Engineers to develop a master plan for the development of pressurized irrigation facilities.

City Engineer Fields reviewed the request. The estimated cost of the work is \$60,000.

Discussion followed:

- City Attorney Wonderlich has reviewed the contract.
- Retrofitting is included in the contract.

Councilperson Johnson made the motion to approve the agreement for professional services to JUB Engineers to develop a master plan for the development of pressurized irrigation facilities, as presented. The motion was seconded by Councilperson Craig and roll call vote showed all members present voted in favor of the motion. The motion passed.

6. Review of the City Council Schedule of Regular Meetings and Public Hearings for 2008.

Discussion followed:

- Columbus Day would not be recognized as a holiday.
 - Veterans Day and the day after Thanksgiving would be recognized as holidays.
 - The 2008 Calendar would be posted on the City website and sent out to the media.
- The Council approved the 2008 meeting schedule as presented.

7. Public input and/or items from the City Manager and City Council. None.

III. **ADVISORY BOARD REPORTS/ANNOUNCEMENTS:**

Councilperson Lanting gave an update on the Animal Shelter Board. He also thanked Ernie Wills for his service and monetary contributions.

IV. **PUBLIC HEARINGS:** 6:00 P.M.

1. Request for a Zoning Title Amendment to amend Twin Falls City Code 10-12-4.2(P) by requiring construction of Pressure Irrigation Systems for new developments, c/o City of Twin Falls. (app. 2150)

Community Development Director Humble reviewed the request.

Discussion followed:

- At what point is the development exempt from the proposed code.
- Preliminary plat, final plat, and construction plan process.
- Infill projects.
- Xeriscape landscaping.
- Arterial and collector street cut off was at the time in response to the first submittal of the construction plans.

The public comment portion of the hearing was opened:

Brad Wills spoke in favor of the request.

The public comment portion of the hearing was closed.

Discussion followed:

- First submittal of construction plans locks in the requirements.

Councilperson Johnson made the motion to suspend the rules and place Ordinance #2925, on third and final reading by title only. The motion was seconded by Vice Mayor Dwight and roll call vote showed all members present voted in favor of the motion. The motion passed.

Deputy City Clerk Sanchez read the title to Ordinance #2925 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AMENDING TWIN FALLS CITY CODE 10-12-4.2(p) BY REQUIRING CONSTRUCTION OF PRESSURE IRRIGATION SYSTEMS FOR NEW DEVELOPMENTS.

Councilperson Craig made the motion to adopt Ordinance #2925, as presented. The motion was seconded by Vice Mayor Dwight and roll call vote showed all members present voted in favor of the motion. The motion passed.

2. To set new Corporate Membership rates for the Municipal Golf Course and to adopt proposed Resolution #1793.

Parks and Recreation Director Bowyer reviewed the request.

The public comment portion of the public hearing was opened and closed with no input.

Mike Hamblin discussed the sale of the memberships to a select group of individuals in a company.

Discussion followed:

- Council asked staff for additional information on the proposed Resolution #1793.

Councilperson Hall made the motion to table the request. The motion was seconded by Councilperson Barigar and roll call vote showed all members present voted in favor of the motion. The motion passed.

V. **ADJOURNMENT:** 6:46 P.M.

Leila Sanchez , Deputy City Clerk

COUNCIL MEMBERS:

LANCE	TRIP	DON	LEE	DAVID E.	WILLIAM A.	GREG
CLOW	CRAIG	HALL	HEIDER	JOHNSON	KEZELE	LANTING

Mayor

Vice Mayor



MINUTES
Meeting of the Twin Falls City Council
November 10, 2008
City Council Chambers
305 3rd Avenue East Twin Falls, Idaho

PLEDGE OF ALLEGIANCE TO THE FLAG
CONFIRMATION OF QUORUM
INTRODUCTION OF STAFF

CALL MEETING TO ORDER: 5:00 P.M.

AGENDA ITEMS		Purpose	By:
I. CONSENT CALENDAR:		Action	Staff Report
1. Consideration of accounts payable for November 4 – 10, 2008.			
2. Consideration of the 10-20-2008 and 10-27-2008 Council Minutes.			
3. Consideration of a Multi-Year Improvement Deferral Agreement for Yolanda G. Sanchez for property located at 645 Heyburn Avenue.			
II. ITEMS FOR CONSIDERATION:		Action	Jackie Fields
1. Consideration to authorize the Mayor and the City Manager to execute the right-of-way agreement for Parcel Number 23 of the Washington Street North, Key No. 06558.		Action	Jackie Fields
2. Consideration to authorize the Mayor and the City Manager to execute the right-of-way agreements for Parcel Numbers 51.1, 51.2, 52, and 67 of the Washington Street North Phase II project, Key No. 08469.		Action	Mitch Humble
3. Consideration of a one-year extension of the final plat of the Desert Falls Subdivision, 58.36 (+/-) acres with 46 lots located at the southeast corner of 3300 East and Falls Avenue East, c/o FRS, LLC/Doug Strand.		Action	Jackie Fields
4. Consideration to approve JUB Engineer's scope and contract amount of \$213,500 to design Avenue West from Washington Street to Grandview Drive. Falls		Action	Melinda Anderson
5. Consideration to approve the BID/Downtown Master Landscape Plan Draft.			
6. Public input and/or items from the City Manager and City Council.			
III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:			
IV. PUBLIC HEARINGS: 6:00 P.M. –			
1. Consider a resolution authorizing the filing of the petition for judicial confirmation for the of the City's arsenic standard compliance project. financing		Action	Tom Courtney Fritz Wonderlich Mark Holtzen Mitch Humble
2. Consideration of annexation of 4.38 (+/-) acres, currently zoned C-1, located north of both the west and east side of Meadowview Lane, extended, c/o Dirk Parkinson. (app.2272) Kimberly Road on		Action	
V. ADJOURNMENT:			

**Any person(s) needing special accommodations to participate in the above noticed meeting should contact Leila Sanchez at (208) 735-7287 at least two working days before the meeting.*

COUNCIL PRESENT: Lance W. Clow, Trip Craig, Don Hall, Lee Heider, David E. Johnson, Greg Lanting.

COUNCIL ABSENT: William A. Kezele,

CITY STAFF PRESENT: City Manager Tom Courtney, City Attorney Fritz Wonderlich, Assistant City Manager Travis Rothweiler, City Engineer Jackie Fields, Community Development Director Mitch Humble, Economic Development Director Melinda Anderson, Deputy City Clerk Leila Sanchez.

Mayor Clow called the meeting to order at 5:00 P.M. He invited all present, who wished to, to recite the Pledge of Allegiance to the Flag with him. A quorum was present. Mayor Clow introduced City staff.

AGENDA ITEMS

I CONSENT CALENDAR:

1. Consideration of accounts payable for November 4 – 10, 2008.
2. Consideration of the 10-20-2008 and 10-27-2008 Council Minutes.
3. Consideration of a Multi-Year Improvement Deferral Agreement for Yolanda G. Sanchez for property located at 645 Heyburn Avenue.

MOTION:

Councilperson Heider made the motion to approve the Consent Calendar as presented. The motion was seconded by Councilperson Lanting and roll call vote showed all members present voted in favor of the motion. The motion passed with a vote of 6 to 0.

II. ITEMS FOR CONSIDERATION:

3. Consideration of a **one-year extension** of the final plat of the Desert Falls Subdivision, 58.36 (+/-) acres with 46 lots located at the southeast corner of 3300 East and Falls Avenue East, c/o FRS, LLC/Doug Strand.

Community Development Director Humble reviewed the request.

On June 26, 2007, the Planning & Zoning Commission approved the preliminary plat of Desert Falls Subdivision with the following conditions:

1. Subject to final technical review by the City Engineering Department and Zoning Officials to ensure compliance with all applicable City code requirements and standards.
2. Subject to arterial and collector streets adjacent and within the property being rebuilt or built to current City standards upon development of the property.
3. No lots in the subdivision shall be permitted to have access onto Falls Avenue East, 330 East Road or Stadium Blvd.

On November 19, 2007, the City Council recommended approval of the final plat of Desert Falls Subdivision with the three conditions placed on the preliminary plat. On January 16, 2008, the County Commissioners approved the final plat of the Desert Falls Subdivision with the conditions placed on the final plat subject to the three conditions recommended by the City Council on November 19, 2007.

Staff recommend approval of a one-year extension of the final plat of the Desert Falls Subdivision, 58.36 (+/-) acres with 46 lots located at the southeast corner of 3300 East and Falls Avenue East, c/o FRS, LLC/Doug Strand, as presented.

MOTION:

Vice Mayor Johnson made the motion to approve for recommendation to the County Commissioners a one-year extension of the final plat of the Desert Falls Subdivision, 58.36 (+/-) acres with 46 lots located at the southeast corner of 3300 East and Falls Avenue East, c/o FRS, LLC/Doug Strand, as presented with the following conditions:

1. Subject to final technical review by the City Engineering Department and Zoning Officials to ensure compliance with all applicable City code requirements and standards.
2. Subject to arterial and collector streets adjacent and within the property being rebuilt or built to current City standards upon development of the property.
3. No lots in the subdivision shall be permitted to have access onto Falls Avenue East, 3300 East Road or Stadium Boulevard.

The motion was seconded by Councilperson Hall and roll call vote showed all members present voted in favor of the motion. The motion passed with a vote of 6 to 0.

COUNCIL MEMBERS:

LANCE	TRIP	DON	LEE	DAVID E.	WILLIAM A.	GREG
CLOW	CRAIG	HALL	HEIDER	JOHNSON	KEZELE	LANTING

Mayor**Vice Mayor****MINUTES**

Meeting of the Twin Falls City Council
 November 16, 2009
 City Council Chambers
 305 3rd Avenue East Twin Falls, Idaho

PLEDGE OF ALLEGIANCE TO THE FLAG
CONFIRMATION OF QUORUM
INTRODUCTION OF STAFF
CALL MEETING TO ORDER: 5:00 P.M.
CONSIDERATION OF THE AMENDMENTS TO THE AGENDA.
PROCLAMATIONS: None.

AGENDA ITEMS	Purpose	By:
I. CONSENT CALENDAR:	Action	Staff Report
1. Consideration of accounts payable for November 10 – 16, 2009.		
2. Consideration of the November 9, 2009, Council Minutes.		
3. Consideration of approval of the Annual Festival of Lights Parade, sponsored by the Business Improvement District, to be held on Friday, December 4, 2009.	Action	Dennis Pullin
II. ITEMS FOR CONSIDERATION:		
1. Consideration of a 2nd one-year extension of the Final Plat of the Desert Falls Subdivision, 58.36 (+/-) acres with 46 lots located at the south east corner of 3300 East Road and Falls Avenue East, c/o FRS, LLC/Doug Strand.	Action	Mitch Humble
2. Consideration of the Conveyance Plat of the Kimpton Acres Subdivision consisting of 2 lots on 7.47 (+/-) located at 3640 North 3100 East aka Eastland Drive South within the Area of Impact, c/o JUB Engineering, Inc.	Action	Mitch Humble
3. Consideration of adopting a resolution granting the Mayor and City Manager the authority to sign all applications, loan agreements and amendments, and other documents relating to Drinking Water Facilities State Revolving Loan Fund construction loans.	Action	Jon Caton
4. Consideration of the agreement between the City of Twin Falls and EHM Engineers Inc. to design the improvements to the Rock Creek Sewer Lift Station.	Action	Mike Trabert
5. Consideration to authorize the Mayor and City Manager to execute the right-of-way agreements for the Falls Avenue West Road Widening Project:	Action	Jackie Fields
a. Janet L. Robinette, Parcel 20, 656 Falls Avenue West, with the compensation amount of \$ 15,000.00.		
b. Right-of-way agreement between Rusmor, L.L.C. and the City of Twin Falls.		
6. Consideration of two resolutions 1) approve ICDBG application for \$498,100 to redevelop Block 133 in Old Town and 2) establish a redevelopment area for Block 133.	Action	Melinda Anderson
7. Consideration to select a grant administrator to assist the City with the development and implementation of community and economic development projects.	Action	Melinda Anderson
8. Consideration of the agreement from Conagra Foods Lamb Weston.	Action	Jon Caton
9. Consideration of a Contract Amendment No. 8 from OMI for the operation and maintenance of the Waste Treatment Plant, industrial pre-treatment program and associated sewer lift stations.	Action	Jon Caton
10. Discussion and consideration of the project reviewed as a part of the City's comprehensive Energy Efficiency and Conservation Strategy for the City of Twin Falls.	Discussion/Action	Travis Rothweiler
11. Consideration of a report on sealcoat projects.	n Report	
12. Public input and/or items from the City Manager and City Council.	Report	Jackie Fields
III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:		
IV. PUBLIC HEARINGS: 6:00 P.M. – None.		
V. ADJOURNMENT: 67-2345 Executive Session (1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges against, a public officer, employee, staff member or individual agent, or public school student.		

Mayor Clow called the meeting to order at 5:00 P.M.

COUNCIL MEMBERS PRESENT: Lance W. Clow, Trip Craig, Don Hall, Lee Heider, Gregory Lanting

COUNCIL MEMBERS ABSENT: David Johnson, Will Kezele

MINUTES

November 16, 2009

Page 2 of 2

STAFF PRESENT:

City Manager Tom Courtney, City Attorney Fritz Wonderlich, Assistant City Manager Travis Rothweiler, City Engineer Jackie Fields, Community Development Director Mitch Humble, Economic Development Director Melinda Anderson, Public Works Manager Jon Caton, Staff Sergeant Dennis Pullin, Deputy City Clerk/Recording Secretary Leila Sanchez.

Mayor Clow invited all present, who wished to, to recite the Pledge of Allegiance to the Flag with him. A quorum was present. Mayor Clow introduced City staff.

CONSIDERATION OF THE AMENDMENTS TO THE AGENDA: None.

PROCLAMATIONS: None.

AGENDA ITEMS

I. CONSENT CALENDAR:

1. Consideration of accounts payable for November 10 – 16, 2009, total: \$171,078.81.
2. Consideration of the November 9, 2009, Council Minutes.
3. Consideration of approval of the Annual Festival of Lights Parade, sponsored by the Business Improvement District, to be held on Friday, December 4, 2009.

MOTION:

Councilperson Heider made the motion to approve the Consent Calendar as presented. The motion was seconded by Councilperson Lanting and roll call vote showed all members present voted in favor of the motion. Approved 5 to 0.

II. ITEMS FOR CONSIDERATION:

1. Consideration of a **2nd one-year extension** of the Final Plat of the Desert Falls Subdivision, 58.36 (+/-) acres with 46 lots located at the south east corner of 3300 East Road and Falls Avenue East, c/o FRS, LLC/Doug Strand.

Community Development Director Humble reviewed the request.

Staff recommends approval of a 2nd one-year extension of the filing requirement on the final plat for Desert Falls Subdivision, 58.36 (+/-) acres with 46 lots located at the south east corner of 3300 East Road and Falls Avenue East, c/o FRS, LLC/Doug Strand as presented with the following conditions:

1. Subject to final technical review by the City Engineering Department and Zoning Officials to ensure compliance with all applicable City Code Requirements and standards.
2. Subject to arterial and collector streets adjacent and within the property being rebuilt or built to current City Standards upon development of the property.
3. No lots in the subdivision shall be permitted to have access onto Falls Avenue East, 3300 East Road or Stadium Boulevard.

MOTION:

Councilperson Hall made the recommendation to the County Commissioners to approve the 2nd one-year extension of the Final Plat of the Desert Falls Subdivision, 58.36 (+/-) acres with 46 lots located at the south east corner of 3300 East Road and Falls Avenue East, c/o FRS, LLC/Doug Strand as presented with the following conditions:

1. Subject to final technical review by the City Engineering Department and Zoning Officials to ensure compliance with all applicable City Code Requirements and standards.
2. Subject to arterial and collector streets adjacent and within the property being rebuilt or built to current City Standards upon development of the property.
3. No lots in the subdivision shall be permitted to have access onto Falls Avenue East, 3300 East Road or Stadium Boulevard.

The motion was seconded by Councilperson Heider.

Mayor Clow asked if it is possible to amend City Code to extend the final plat to two years. Community Development Director Humble explained the final extension process and reasons of a fixed one year extension.

Roll call vote showed all members present voted in favor of the motion. Approved 5 to 0.

COUNCIL MEMBERS:

LANCE CLOW	TRIP CRAIG	DON HALL <i>Mayor</i>	LEE HEIDER <i>Vice Mayor</i>	DAVID E. JOHNSON	WILLIAM A. KEZELE	GREG LANTING
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Minutes
Meeting of the Twin Falls City Council
October 25, 2010
City Council Chambers
305 3rd Avenue East Twin Falls, Idaho

CALL MEETING TO ORDER: 5:00 P.M.
PLEDGE OF ALLEGIANCE TO THE FLAG
CONFIRMATION OF QUORUM
INTRODUCTION OF STAFF
CONSIDERATION OF THE AMENDMENTS TO THE AGENDA:
PROCLAMATIONS: None.

AGENDA ITEMS	Purpose	By:
I. CONSENT CALENDAR:		
1. Consideration of accounts payable for October 19 – 25, 2010.	<u>Action</u>	<u>Report</u>
2. Consideration of the October 18, 2010, Minutes.		Sharon Bryan Leila Sanchez
3. Consideration of an Alcohol License Application: Business Name: Jawdat Mansour DBA Kwik Mart, Business address: 120 Ramage Street for Beer: Bottled for consumption off the premises only and Wine: Retail Sales for consumption off premises only.		
4. Consideration to accept the following agreements:		
a. Deferral agreement for curb, gutter and sidewalk on property located at 1487 Falls Avenue West c/o Carol Peluso.	Action	Troy Vitek
b. Deferral agreement for curb, gutter and sidewalk on property located at 797 Eastland Drive South c/o J.R. Simplot Company.		
c. Deferral Agreement for curb, gutter and sidewalk on property located at 3228 Highlawn Drive c/o Jay Bride and Julie A. Ellis.		
d. Deferral agreement for curb, gutter and sidewalk on property located at 762 All Street c/o Jeff Miller.		
e. Deferral agreement for sidewalk improvements on property located at 441 Madrona Street North c/o Rosanna L. Jones.		
f. Deferral agreement for the construction of the required maneuvering and parking area surfacing located in the alley way behind 560 Main Avenue South c/o Dean and Ginny Kulm.		
II. ITEMS FOR CONSIDERATION:		
1. Consideration of a request by the Magic and North Snake Ground Water Districts to lease up to 1 cfs of our Pristine Springs water right for a period of 5 to 20 years.	Action	Candice M. McHugh/ Tom Courtney
2. Consider of Resolution No. 2993 establishing the local limits of 10 pollutants for the Wastewater Treatment Plant.	Action	Jon Caton
3. Consideration of adoption of the following two ordinances:	Action	Mitch Humble
a. Request for a Zoning District Change and Zoning Map Amendment from R-2 and R-4 PRO PUD for 20 (+/-) acres for the development of a mixed use professional office and residential development on property located between the 1300-1450 blocks of Field Stream Way and Creekside Way, c/o Doug Vollmer on behalf of W.S.&V., LLC. (app 2386)		
b. Request for a Zoning District Change and Zoning Map Amendment from R-2 to R-2 PRO for property located at 510 Lincoln Street, c/o 200 South Developers, LLC/Fran Florence. (app.2383)		
4. Consideration of a 3rd one-year extension of the final plat of the Desert Falls Subdivision, 58.36 (+/-) acres with 45 single family residential lots located at the southeast corner of 3300 East Road and Falls Avenue East, c/o Rod Mathis/Riedesel Engineering on behalf of FRS,LLC/Doug Strand.	Action	Mitch Humble
5. Public input and/or items from the City Manager and City Council.		
III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:		
IV. PUBLIC HEARINGS: 6:00 P.M. –		
1. Request for the annexation of a 35 (+/-) acres for property located at the southeast corner of Pole Line Road and Washington Street North, c/o Gerald Martens/EHM Engineering Inc. on behalf of BCM&W, KLS&M, and Canyon Vista Limited Partnership. (app.2390)	Action	Mitch Humble
2. Request for a Zoning District Change and Zoning Map Amendment from R-4 to C-1 Business Park PUD to develop a planned commercial development on 70 (+/-) acres located at the southeast corner of Pole Line Road and Washington Street North, c/o Gerald Martens/EHM Engineering, Inc., on behalf of BCM& W, KLS&M,, and Canyon Vista Family Limited Partnership, Lazy J. Ranch – Linda Wells. (app.2389)	Action	Mitch Humble
V. ADJOURNMENT:		

***Any person(s) needing special accommodations to participate in the above noticed meeting should contact Leila Sanchez at (208) 735-7287 at least two working days before the meeting.**

Present: Don Hall, Lee Heider, David E. Johnson, Gregory Lanting, William Kezele

Absent: Lance Clow, Trip Craig,

Staff Present: City Manager Tom Courtney, Assistant City Manager Travis Rothweiler, City Attorney Fritz Wonderlich, Public Works Director Jon Caton, City Engineer Jackie Fields, Community Development Director Mitch Humble, Deputy City Clerk/Recording Secretary Leila A. Sanchez.

Mayor Hall called the meeting to order at 5:00 P.M. He invited all present, who wished to, to recite the Pledge of Allegiance to the Flag with him and led the pledge of allegiance. A quorum was present. Mayor Hall introduced City staff.

CONSIDERATION OF THE AMENDMENTS TO THE AGENDA: None.

PROCLAMATIONS: None.

AGENDA ITEMS

II. ITEMS FOR CONSIDERATION:

4. Consideration of a 3rd one-year extension of the final plat of the Desert Falls Subdivision, 58.36 (+/-) acres with 45 single family residential lots located at the southeast corner of 3300 East Road and Falls Avenue East, c/o Rod Mathis/Riedesel Engineering on behalf of FRS,LLC/Doug Strand.

Community Development Director Humble reviewed the request.

Councilperson Lanting made the motion to recommend for approval to the Board of Commissioners of a 3rd one-year extension to expire January 16, 2012, of the final plat of the Desert Falls Subdivision, 58.36 (+/-) acres with 45 single family residential lots located at the southeast corner of 3300 East Road and Falls Avenue East, c/o Rod Mathis/Riedesel Engineering on behalf of FRS,LLC/Doug Strand, as presented, with the following conditions:

1. Subject to final technical review by the City Engineering Department and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to arterial and collector streets adjacent and within the property being rebuilt or build to current City standards upon development of the property.
3. Subject to no lots in the subdivision shall be permitted to have access onto Falls Avenue East, 3300 East Road or Stadium Boulevard.

The motion was seconded by Councilperson Johnson and roll call vote showed all members present voted in favor of the motion. Approved 5 to 0.



DATE: TUESDAY, January 03, 2012
To: Honorable Mayor and City Council
From: Mitch Humble, Community Development Department

ITEM I

Request: Consideration Of A 3rd & final two (2) Year Extension On The Approval Of The Final Plat For Pioneer Estates Subdivision, consisting of 13.84(+/-) acres with 44 single family residential lots on property located at the northwest corner of Filer Avenue East and Meadowview Lane North, c/o The Land Group.

Background:

Applicant: The Group, LLC 3232 Meadow Ridge Lane Twin Falls, ID 83301 The Land Group, Inc. c/o Scott Allen 140 River Vista Place Twin Falls, ID 83301 208-733-4041	Status: Owner	Size: 13.84 (+/-) acres
	Zoning: R-1 VAR	Requested Zoning: a 3 rd & final 2-year extension on the final plat approval
	Comprehensive Plan: Medium Density Residential	Lot Count: 42 new lots and common/open space 2 lots
	Existing Land Use: undeveloped	Proposed Land Use: New Residential Subdivision
	Applicable Regulations: 10-1-4, 10-1-5, 10-4-3, 10-12-2.4	
Zoning Designation & Surrounding Land Uses:	North: R-1 VAR; residential	East: R-1 VAR; Meadowview Lane North/residential
	South: R-2; Filer Avenue East/residential	West: R-2; Carriage Lane/residential

Approval Process:

TF City Code Title 10; Chapter 12-Subdivision Regulations; Section 2.4(l)-Final Plat:

(l)Approval Period: Final plat shall be filed with the county recorder within two (2) years after written approval by the council; otherwise such approval shall become null and void unless prior to said expiration date an extension of time is applied for by the subdivider and granted by the council. Only one extension may be granted by the council for a term of two (2) years. (Ord. 3006, 7-25-2011)

Being aware the plat(s) would not be recorded by the 1 year time the developer/owner requested a final 2-year extension.

Budget Impact:

Approval of this specific request will have negligible impact on the City budget today however this is a step in a project that will have an impact on the budget. There is no cost estimate or specific time frame for this project as of today's date.

Regulatory Impact:

Approval of this request will allow the applicant to proceed to develop a Final Plat in conformance with the approved Preliminary Plat and any conditions placed on the approval of the final plat. If approved the final plat will expire on February 02, 2014.

History:

The City Council approved a parks-in lieu application for Pioneer Estates Subdivision on February 19, 2008.

The Preliminary Plat for the Pioneer Estates Subdivision was approved by the Planning & Zoning Commission on June 10, 2008 followed by City Council approval of the final plat on **February 02, 2009**. Final Plat approval shall be subject to the following conditions:

1. Subject to final technical review by the City Engineering Department and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to arterial and collector streets adjacent and within the property being rebuilt or built to current City standards upon development of the property.
3. Subject to Department of Parks and Recreation approval of the landscaping plans and open fencing required for lots located adjacent to the proposed walking paths.
4. Subject to compliance with minimum lot sizes as per City Code 10-4-3.3(B).

Failure to record the approved final plat within one (1) year, February 02, 2010, of City Council approval shall render the plat null & void.

On **January 11, 2010** the City Council unanimously granted a **1st one (1) year extension** on the approval of the final plat of Pioneer Estates Subdivision subject to the original four (4) conditions. The extension shall expire on February 2, 2011.

On **January 03, 2011** the City Council unanimously granted a **2nd one (1) year extension** on the approval of the final plat of Pioneer Estates Subdivision subject to the original four (4) conditions. The extension shall expire on February 2, 2012.

Conclusion:

Attached is a letter from Scott Allen/The Land Group representing the owner/developer, requesting a 3rd and final two (2) year extension on the approval of the final plat of the Pioneer Estates Subdivision due to the present real estate market conditions. Staff recommends approval be subject to the original four (4) conditions of approval.

There has been no work started on the project as of today's date. If the request is approved this evening the final extension shall expire on February 02, 2014.

Attachments:

1. Narrative/Letter of Request
2. Area Map of the Plat
3. Approved Preliminary Plat/Approved Final Plat
4. Portion of minutes of the February 02, 2009, January 11, 2010 and January 03, 2011 City Council public meeting.



THE LAND GROUP, INC.

December 5, 2011

Renee Carraway
City of Twin Falls
P.O. Box 1907
Twin Falls, Idaho 83303-1907

*Engineering
OK, V.
12/12/11*

RE: Pioneer Estates Final Plat Approval – 2 Year Extension Request

Dear Renee,

The owners and developers of Pioneer Estates Subdivision hereby request that the final plat approval be extended for two years.

Due to the present state of the economy the owners / developers do not wish to record the final plat or develop the project until there is an economic recovery. If you have any questions please do not hesitate to contact me at 208.733.4041. On behalf of the ownership group I will be available to make a presentation to the City Council regarding this request.

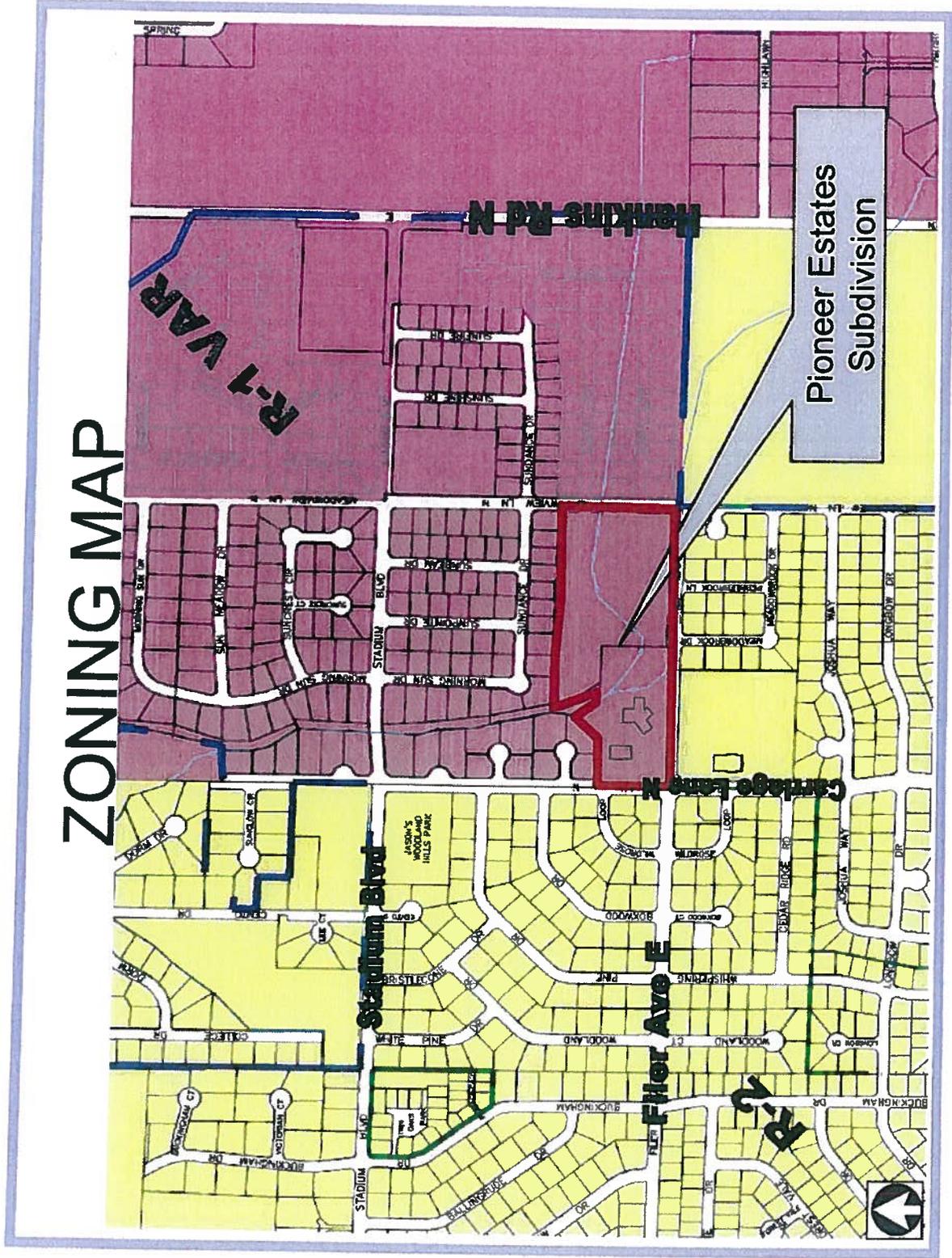
Best Regards,
The Land Group, Inc.

Scott L. Allen
Sr. Planner

CC: Larry Fairbanks
Doug Strand
Encl: 8.5 x 11 Final Plat Exhibit

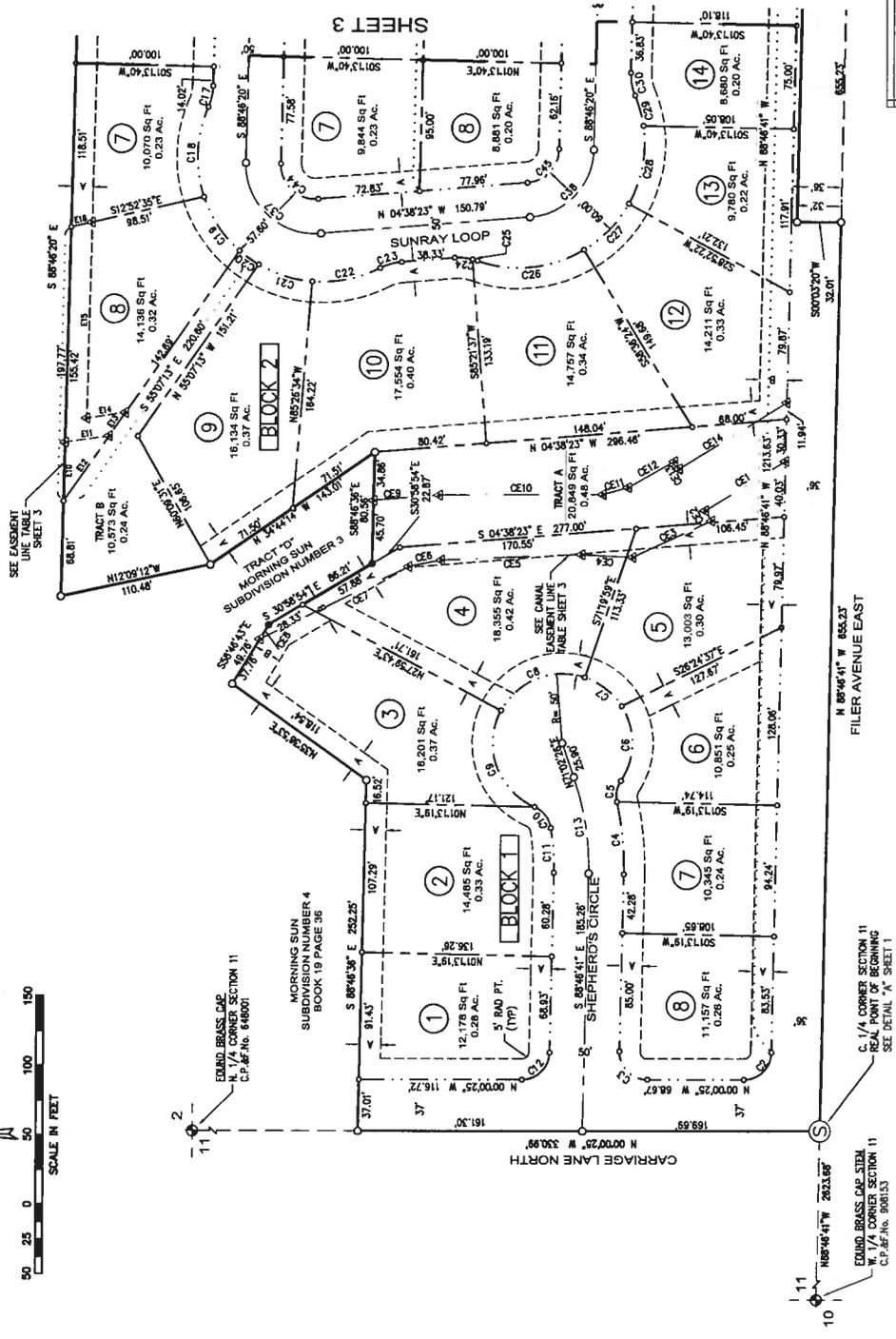
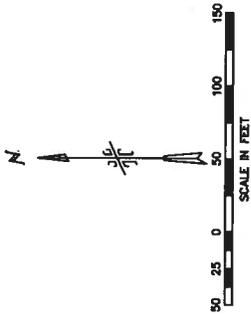
RECEIVED
DEC 07 2011
CITY OF TWIN FALLS
BUILDING DEPT.

ZONING MAP





Plat Showing
PIONEER ESTATES SUBDIVISION
 Being Lot 17, Block 3 of MORNING SUN SUBDIVISION NUMBER 3 and a Portion of the
 SW 1/4 of the NE 1/4 of Section 11 Township 10 South, Range 17 East, B.M.,
 City of Twin Falls, Twin Falls County, Idaho
 2009



DAVID L. SMITH
 THE GROUP, INC.
 3332 MEADOW RIDGE LANE
 TWIN FALLS, IDAHO 83301
 PHONE: (208) 734-4158
 FAX: (208) 733-4845
 CONTACT: DOUG STRAND



THE LAND GROUP, INC.
 2000 N. 10th Street
 • Land Surveying
 • Civil Engineering
 • Planning & Architecture
 • Landscape Architecture
 • Golf Course Superintending
 • Graphic Communication
 Phone: (208) 733-4841
 Fax: (208) 733-4845
 www.thelandgroupinc.com

Plat Showing
PIONEER ESTATES SUBDIVISION
Being Lot 17, Block 3 of MORNING SUN SUBDIVISION NUMBER 3, and a Portion of the
SW 1/4 of the NE 1/4 of Section 11 Township 10 South, Range 17 East, B.M.,
City of Twin Falls, Twin Falls County, Idaho
2009

Certificate of Owner

KNOW ALL MEN/WHOM BY THESE PRESENTS, THAT THE UNDERSIGNED ARE THE OWNERS OF THE REAL PROPERTY HEREAFTER DESCRIBED:

A TRACT OF LAND BEING LOT 17, BLOCK 3 OF MORNING SUN SUBDIVISION NUMBER 3 (A RECORDED SUBDIVISION ON FILE IN BOOK 19 OF PLATS AT PAGE 24, RECORDS OF TWIN FALLS COUNTY, IDAHO) AND A PORTION OF THE SOUTHWEST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 17 EAST, BORSE MERIDIAN, CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF A SANITARY SEWER MANHOLE LID MONUMENTING THE CENTER ONE QUARTER OF SAID SECTION 11; ON THE CENTERLINE OF CARriage LANE NORTH, SAID POINT BEING INTERSECTED BY A SET 5/8" STEEL PIN THAT BEGINS 5' SOUTH 25' EAST OF THE CENTERLINE OF CARriage LANE NORTH, SAID POINT BEING INTERSECTED BY A SET 5/8" STEEL PIN THAT BEGINS 5' SOUTH 25' EAST OF A DISTANCE OF 2,620.93 FEET;

THENCE FOLLOWING THE WESTERLY LINE OF THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SAID SECTION 11 AND THE CENTERLINE OF SAID CARriage LANE NORTH, NORTH 00°02'05" WEST A DISTANCE OF 330.8 FEET TO A SET 5/8" STEEL PIN MONUMENTING THE NORTHWEST CORNER OF THE SOUTH ONE HALF OF THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 11; FOLLOWING THE NORTHERLY LINE OF SAID SOUTH ONE HALF OF THE SOUTHWEST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SAID SECTION 11; ESTABLISHED BY THE PLAT OF MORNING SUN SUBDIVISION NUMBER 3 ON FILE IN BOOK 19 OF PLATS AT PAGE 30, RECORDS OF TWIN FALLS COUNTY, IDAHO) SOUTH 86°46'34" EAST A DISTANCE OF 282.25 FEET TO A SET 5/8" STEEL PIN;

THENCE LEAVING SAID NORTHERLY LINE AND CONTINUING ALONG THE SOUTHERLY LINE OF SAID MORNING SUN SUBDIVISION NUMBER 4, NORTH 35°38'53" EAST A DISTANCE OF 118.54 FEET TO A SET 5/8" STEEL PIN ON THE WESTERLY LINE OF TRACT "D" OF SAID MORNING SUN SUBDIVISION NUMBER 4;

THENCE LEAVING SAID SOUTHERLY LINE AND FOLLOWING THE WESTERLY LINE OF SAID TRACT "D", SOUTH 86°46'34" EAST A DISTANCE OF 40.76 FEET TO A FOUND 5/8" STEEL PIN; THENCE FOLLOWING SAID WESTERLY LINE, SOUTH 20°58'54" EAST A DISTANCE OF 86.21 FEET TO A FOUND 5/8" STEEL PIN MONUMENTING THE SOUTHWEST CORNER OF SAID TRACT "D";

THENCE LEAVING SAID WESTERLY LINE AND FOLLOWING THE SOUTHERLY LINE OF SAID TRACT "D", SOUTH 86°46'30" EAST A DISTANCE OF 80.56 FEET TO A SET 5/8" STEEL PIN MONUMENTING THE SOUTHEAST CORNER OF SAID TRACT "D", ALSO BEING AN ANGLE POINT IN SAID LOT 17, BLOCK 2 OF MORNING SUN SUBDIVISION NUMBER 3; THENCE LEAVING SAID SOUTHERLY LINE AND FOLLOWING THE COMMON LINE BETWEEN SAID TRACT "D" AND SAID LOT 17, NORTH 34°44'14" WEST A DISTANCE OF 143.01 FEET TO A SET 5/8" STEEL PIN;

THENCE FOLLOWING SAID COMMON LINE, NORTH 12°09'12" WEST A DISTANCE OF 110.48 FEET TO A SET 5/8" STEEL PIN MONUMENTING THE NORTHEAST CORNER OF SAID LOT 17;

THENCE LEAVING SAID COMMON LINE AND FOLLOWING THE NORTHERLY LINE OF SAID LOT 17, SOUTH 86°46'20" EAST A DISTANCE OF 886.61 FEET TO A SET 5/8" STEEL PIN MONUMENTING THE NORTHEAST CORNER OF SAID LOT 17 ON THE WESTERLY RIGHT-OF-WAY LINE OF MEADOWVIEW DRIVE NORTH;

THENCE LEAVING SAID NORTHERLY LINE AND FOLLOWING THE EASTERLY LINE OF SAID LOT 17 AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID MEADOWVIEW DRIVE NORTH, SOUTH 00°07'05" WEST A DISTANCE OF 507.76 FEET TO A SET 5/8" STEEL PIN;

THENCE LEAVING SAID WESTERLY LINE AND SAID WESTERLY RIGHT-OF-WAY LINE, SOUTHWESTERLY 31.90 FEET FOLLOWING THE ARC OF A CIRCULAR CURVE, THE SAID CURVE BEING LOCATED IN THE CENTERLINE OF SAID LOT 17, BEGINS AT A POINT 31.90 FEET WEST OF THE WESTERLY LINE OF SAID LOT 17 AND A CHORD DISTANCE OF 28.56 FEET TO A SET 5/8" STEEL PIN ON THE SOUTHERLY LINE OF SAID LOT 17 AND THE NORTHERLY RIGHT-OF-WAY LINE OF FLER AVENUE EAST;

THENCE FOLLOWING THE SOUTHERLY LINE OF SAID LOT 17 AND THE NORTHERLY RIGHT-OF-WAY LINE OF SAID FLER AVENUE EAST, NORTH 86°46'41" WEST A DISTANCE OF 602.87 FEET TO A SET 5/8" STEEL PIN MONUMENTING THE SOUTHWEST CORNER OF SAID LOT 17;

THENCE LEAVING SAID WESTERLY LINE AND THE WESTERLY RIGHT-OF-WAY LINE, SOUTH 00°05'20" WEST A DISTANCE OF 32.01 FEET TO A SET 5/8" STEEL PIN ON THE CENTERLINE OF SAID FLER AVENUE EAST;

THENCE FOLLOWING THE CENTERLINE OF SAID FLER AVENUE EAST, NORTH 86°46'41" WEST A DISTANCE OF 658.23 FEET TO THE REAL POINT OF BEGINNING.

THE ABOVE-DESCRIBED TRACT OF LAND CONTAINS 13.84 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE SAID LAND IN THIS PLAT. THE UNDERSIGNED, BY THESE PRESENTS, INDICATES TO THE PUBLIC USE FOREVER ALL PUBLIC STREETS AS SHOWN ON THIS PLAT. THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC USE FOREVER. THE PUBLIC USE FOREVER OF SAID STREETS SHALL BE SUBJECT TO THE CITY OF TWIN FALLS CITY COUANCE LAWS WITHIN THE JURISDICTION OF THE CITY OF TWIN FALLS, IDAHO. NO STRUCTURES OTHER THAN FOR SUCH UTILITY AND OTHER DESIGNATED PUBLIC USES ARE TO BE ERECTED WITHIN THE LIMITS OF SAID EASEMENTS UNLESS NOTED OTHERWISE ON THIS PLAT.

PURSUANT TO IDAHO CODE 66-1324, THE UNDERSIGNED, AS OWNER, DO HEREBY STATE THAT THE INDIVIDUAL LOTS DESCRIBED IN THIS PLAT ARE ELIGIBLE TO RECEIVE WATER FROM THE CITY OF TWIN FALLS MUNICIPAL WATER SYSTEM.

PURSUANT TO IDAHO CODE 31-3005.1, THE UNDERSIGNED, AS OWNER, DOES HEREBY STATE THAT THE IRRIGATION WATER RIGHTS APPURTENANT TO SAID LANDS ARE NOT SUBJECT TO THE CITY OF TWIN FALLS CITY COUANCE LAWS WITHIN THE JURISDICTION OF THE CITY OF TWIN FALLS, IDAHO. WATER DELIVERY SYSTEM IS PROVIDED FOR AND WAS APPROVED BY THE TWIN FALLS CITY COUANCE LAWS WITHIN THE JURISDICTION OF THE CITY OF TWIN FALLS, IDAHO. THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE IRRIGATION DISTRICT AND/OR CANAL CANAL COMPANY.

BY: DOUGLAS STRAND, INCORPORATOR
STRAND, INC. MEMBER
THE GROUP, LLC

Acknowledgment

STATE OF _____ COUNTY OF _____ DAY OF _____ 2009. BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DOUGLAS STRAND, KNOWN OR IDENTIFIED TO ME TO BE A MEMBER OF GROUP, LLC, THE UNITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF THE COMPANY AND ACKNOWLEDGED TO ME THAT THE GROUP, LLC, EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR STATE OF _____ RESIDING AT _____ MY COMMISSION EXPIRES _____

Notes

1. RESIDENTIAL LOTS WITH FRONTAGES TO A COLLECTOR AND A LOCAL RESIDENTIAL STREET SHALL BE LIMITED TO ACCESS FROM THE RESIDENTIAL STREET. ACCESS TO A COLLECTOR STREET WILL NOT BE ALLOWED IF AN ALTERNATE IS AVAILABLE.
2. THIS SUBDIVISION SHALL COMPLY WITH THE CITY OF TWIN FALLS SUBDIVISION RULES AND REGULATIONS.
3. TRACT A & B SHALL BE UTILIZED FOR PUBLIC OPEN SPACE, UTILITIES, STORM WATER MANAGEMENT, AND SHALL BE SUBJECT TO ALL CITY, STATE, AND FEDERAL REQUIREMENTS AND RESPONSIBILITY OF ALL AREAS, LOCATED WITHIN THE TRACTS CONVEYED TO THE CITY, SHALL BE COMPLETED BY THE CITY AT THE CITY'S EXPENSE.
4. ALL LOT LINES COMMON TO CARriage LANE NORTH, MEADOWVIEW DRIVE NORTH, SHERBORN'S CIRCLE, AND SUNRAY LOOP PUBLIC RIGHT-OF-WAY WITHIN PIONEER ESTATES SUBDIVISION AS SHOWN HEREON SHALL HAVE A 15 FOOT WIDE UTILITY EASEMENT, UNLESS OTHERWISE DIMENSIONED. HOWEVER, THIS SHALL NOT BE CONSIDERED AN OBSTRUCTION TO THE PROPER HARD SURFACED DRIVEWAYS FROM ACCESS OF EACH INDIVIDUAL LOT.



DEVELOPER/OWNER:
THE GROUP, LLC
3232 MEADOW RIDGE LANE
TWIN FALLS, IDAHO 83301
PH: 208-733-1441
CONTACT: DOUG STRAND



241 Canyon Court Drive
Twin Falls, Idaho 83301
Phone (208) 733-1441
www.thelandgroupinc.com

• Civil Engineering
• Landscape Architecture
• Civil/Concrete Engineering
• Complex Construction

Plat Showing
PIONEER ESTATES SUBDIVISION
 Being Lot 17, Block 3 of MORNING SUN SUBDIVISION NUMBER 3, and a Portion of the
 SW 1/4 of the NE 1/4 of Section 11 Township 10 South, Range 17 East, B.M.,
 City of Twin Falls, Twin Falls County, Idaho
 2009

Certificate of Surveyor

I, HUGH W. EDWARDS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR,
 LICENSED BY THE STATE OF IDAHO AND THAT THE SURVEY MADE ON THE
 "CERTIFICATE OF OWNERS" HAS BEEN DRAWN FROM AN ACTUAL SURVEY MADE ON THE
 GROUND UNDER MY SUPERVISION, AND ACCURATELY REPRESENTS THE POINTS PLATED
 THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODES RELATING TO PLATS,
 PLAT BOOKS, E. CORNER PERPETUATION AND FILING ACT, IDAHO CODE 55-101
 THROUGH 55-101L.



HUGH W. EDWARDS _____ DATE _____

Certificate of Twin Falls County Surveyor

I, THE UNDERSIGNED, COUNTY SURVEYOR IN AND FOR TWIN FALLS COUNTY, IDAHO, DO HEREBY STATE
 THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLES WITH THE STATE OF IDAHO CODE RELATING
 TO PLATS AND SURVEYS.

DATE _____ RICHARD H. CARLSON
 TWIN FALLS COUNTY SURVEYOR

Acknowledgment

STATE OF _____
 COUNTY OF _____
 I, _____, DO HEREBY CERTIFY THAT I AM A PERSONAL PUBLIC IN AND
 FOR SAID STATE, PERSONALLY APPEARED BEFORE RICHARD H. CARLSON, COUNTY SURVEYOR TO ME TO BE THE TWIN
 FALLS COUNTY SURVEYOR, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN
 THIS CERTIFICATE FIRST ABOVE WRITTEN.

RESIDING AT _____
 MY COMMISSION EXPIRES _____

Certificate of City Engineer

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF TWIN FALLS, IDAHO, HAVE REVIEWED
 THE FOREGOING PLAT, AND HEREBY CERTIFY THAT IT CONFORMS WITH THE APPLICABLE ORDINANCES
 OF THE CITY OF TWIN FALLS, IDAHO.

CITY ENGINEER _____ ATTEST: _____

DATE _____

Approval of City Council

THE FOREGOING PLAT WAS DULY ACCEPTED AND APPROVED BY THE CITY COUNCIL OF TWIN FALLS,
 IDAHO AT THEIR REGULAR MEETING ON THE _____ DAY OF _____, 2009.

MAYOR _____ CITY CLERK _____

Certificate of the County Treasurer

THIS IS TO CERTIFY THAT THE UNDERSIGNED, PER THE REQUIREMENTS OF IDAHO CODE 50-130A, DOES
 HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR
 THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR
 THE NEXT THIRTY (30) DAYS ONLY.

DATE _____ TWIN FALLS COUNTY TREASURER _____

Certificate of Twin Falls County Recorder

STATE OF IDAHO)
 COUNTY OF TWIN FALLS)
 INSTRUMENT NUMBER _____
 I HEREBY CERTIFY THAT THIS PLAT WAS FILED AT THE REQUEST OF _____ AT _____ A.D.
 _____ MINUTES PAST _____ O'CLOCK _____ IN THIS _____ DAY OF _____
 2009, IN MY OFFICE AND WAS DULY RECORDED IN BOOK _____ OF PLATS AT PAGES _____ AND _____

DEPUTY FEE: _____
 EX-OFFICIO RECORDER _____

DEVELOPER/OWNER:
 THE GROUP, LLC
 3223 MEADOW RIDGE LAKE
 TWIN FALLS, IDAHO 83301
 ATTENTION: BOB STRAND
 CONTACT: BOB STRAND





CITY OF TWIN FALLS PLANNING & ZONING COMMISSION

CITY COUNCIL CHAMBERS

305 3RD Avenue East Twin Falls, Idaho

Public Hearing: June 10, 2008 6:00 P.M.

MINUTES

PLANNING & ZONING COMMISSION MEMBERS:

CITY LIMITS

Wayn Bohm Bonnie Lezamiz Gerardo Muñoz Bernice Richardson Karen Stroder Cyrus Warren Carl Younkin
Vice Chairman Chairman

AREA OF IMPACT

Lee DeVore R. Erick Mikesell

ATTENDANCE

PLANNING & ZONING MEMBERS

Present
Bohrn
Lezamiz
Muñoz
Richardson
Stroder
Warren
Younkin

Absent

AREA OF IMPACT MEMBERS

Present
DeVore
Mikesell

Absent

CITY COUNCIL MEMBERS PRESENT:

None

CITY STAFF PRESENT:

Carraway, Collins, Jones, Weeks, Westenskow, Wonderlich

AGENDA ITEMS FOR PUBLIC HEARING AND CONSIDERATION

II. ITEMS FOR CONSIDERATION:

1. Consideration of the preliminary plat of Pioneer Estates Subdivision consisting of 13.10 (+/-) acres with 44 single family residential lots on property located at the northwest corner of File Avenue East and Meadowview Lane North c/o The Land Group
2. Consideration of the preliminary plat of Ameritel Subdivision consisting of 3.64 (+/-) acres with 2 commercial lots on property located at the northeast corner of Pole Line Road and Harrison Street c/o EHM Engineering
3. Consideration of an extension of the approval of the preliminary plat of The Preserve PUD Subdivision, Phase 1, consisting of 118.80 (+/-) acres with 151 residential lots located at east of Eastland Drive North and south of Pole Line Road c/o EHM Engineering

V. PUBLIC HEARINGS:

1. Request for a special use permit to allow a drive-through window operating outside the permitted hours of operation of 7:00 am to 10 pm on property located at 1970, 1980, 1990 Addison Avenue East c/o Todd & Kim Ostrom (app. 2233)
2. Request for a special use permit to operate a wholesale distribution and warehouse facility on property located at 1708 Kimberly Road c/o EHM Engineering & White, White & Lawley (app. 2232)

I. CALL MEETING TO ORDER:

Chairman Younkin called the meeting to order at 6:00 P.M. He then reviewed the public hearing procedures with the audience and introduced the City Staff present.

1. Confirmation of quorum
2. Introduction of staff

II. CONSENT CALENDAR:

1. Approval of Minutes from the following meeting(s)
 - May 28, 2008

UNANIMOUSLY APPROVED
2. Approval of Findings of Facts and Conclusions of Law
 - Tim Norris-Variance
 - T-Mobile-SUP
 - Farnham Subd. No.2-Pre-plat

III. ITEMS FOR CONSIDERATION:

1. Consideration of the preliminary plat of Pioneer Estates Subdivision consisting of 13.10(+/-) acres with 44 single family residential lots on property located at the northwest corner of Filer Avenue East and Meadowview Lane North c/o The Land Group

APPLICANT PRESENTATION:

Kristi Fehringer, The Land Group, representing the applicant The Group, LLC (Doug Strand and Larry Fairbanks). This project is located on the northeast corner of Filer Avenue and Carriage Lane the request tonight is for the approval of the preliminary plat for Pioneer Estates Subdivision. This subdivision consists of approximately 13 (+/-) acres with 42 residential lots and 2 open space lots. Phase 1 will consist of 8 lots which are on the west side of the coulee. Phase 2 will consist of 34 lots including a pathway and landscaped open space. Open space landscaping will consist of geographically specific plant material designed with water conservation in mind; these pathways and open space areas will be deeded to the City of Twin Falls. The highlight of this project is the continuation of the pathways from the Morningsun development on the northside this connection will provide a continuous pathway from Filer Avenue clear to Falls Avenue. The developer intends to plat the entire project and develop in two phases. Lots in Phase 2 will be placed into a trust agreement, this project fits well with the area and conforms to the City of Twin Falls ordinances and zoning. They have read the staff report and concur with the staff recommendations and ask that the Commission approve the Pioneer Estates plat.

STAFF ANALYSIS:

Planning Technician Weeks stated this is a request for the approval of the preliminary plat for Pioneer Estates Subdivision. The plat consists of approximately 13 (+/-) acres with 42 residential lots and 2 open space lots. The property is zoned R-1 VAR upon review of the proposed lot sizes it appears there may be some lots that do not meet the minimum lot size requirements for the R-1 VAR zoning. A condition that full compliance with City Code 10-4-3.3 (B) should be placed on this plat if approved. The subdivision was unplatted land between the Morningsun Subdivision on the north and east, the Woodland Hills Subdivision to the west, and Our Savior Lutheran Church to the south. Meadowview Lane and Filer Avenue East are both collector streets which require detached sidewalk. The preliminary plat indicates detached sidewalks along Filer Avenue East and Meadowview Lane except the northern most lot. The subdivision has two lots to be used as common open spaces. As part of the agreement the developer will develop a linear mini-park and walking path along the coulee the runs through the property. The preliminary and final plat approval

process was reviewed. The plat is consistent with other development in the area and consistent with the Comprehensive Plan which designates this area as appropriate for residential development.

Planning Technician Weeks stated upon conclusion should the Commission approve the Pioneer Estates Subdivision preliminary plat request, staff recommends the following condition(s):

1. Subject to final technical review by the City Engineering Department and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to arterial and collector streets adjacent and within the property being rebuilt or built to current City standards upon development of the property.
3. Subject to Department of Parks and Recreation approval of the landscaping plans and open fencing required for lots located adjacent to the proposed walking paths.
4. Subject to compliance with minimum lot sizes as per City Code 10-4-3.3(B).

P&Z QUESTIONS/COMMENTS:NONE

PUBLIC HEARING: OPENED AND CLOSED WITHOUT PUBLIC INPUT

CLOSING STATEMENTS: NONE

DELIBERATIONS FOLLOWED: WITHOUT CONCERNS

MOTION:

Commissioner Stroder made a motion to approve the request as presented with staff recommendations. Commissioner Warren seconded the motion. Roll call vote showed all members present voted in favor of the motion.

APPROVED AS PRESENTED SUBJECT TO THE FOLLOWING CONDITIONS

1. Subject to final technical review by the City Engineering Department and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to arterial and collector streets adjacent and within the property being rebuilt or built to current City standards upon development of the property.
3. Subject to Department of Parks and Recreation approval of the landscaping plans and open fencing required for lots located adjacent to the proposed walking paths.
4. Subject to compliance with minimum lot sizes as per City Code 10-4-3.3(B).

COUNCIL MEMBERS:

LANCE	TRIP	DON	LEE	DAVID E.	WILLIAM A.	GREG
CLOW	CRAIG	HALL	HEIDER	JOHNSON	KEZELE	LANTING
<i>Mayor</i>				<i>Vice Mayor</i>		



MINUTES
Meeting of the Twin Falls City Council
February 2, 2009
City Council Chambers
305 3rd Avenue East Twin Falls, Idaho

PLEDGE OF ALLEGIANCE TO THE FLAG
CONFIRMATION OF QUORUM
INTRODUCTION OF STAFF

CALL MEETING TO ORDER: 5:00 P.M.

PROCLAMATION: SPECIAL OLYMPICS WORLD WINTER GAMES OF IDAHO

AGENDA ITEMS

	Purpose	By:
I. <u>CONSENT CALENDAR:</u>	Action	Staff Report
<ol style="list-style-type: none"> 1. Consideration of accounts payable for January 27 – February 2, 2009. 2. Consideration of the January 26, 2009, Minutes. 3. Consideration of the Improvement Agreement renewal, engineer's estimate and assurance of construction for Canyon Trails Subdivision No. 5. 		
II. <u>ITEMS FOR CONSIDERATION:</u>		
<ol style="list-style-type: none"> 1. Consideration for the re-appointment of Patty Lee to the Golf Advisory Commission for a three year term starting March 2009. 2. Consideration for the appointment of Brian Winn to the Tree Commission for a three year term starting March 2009. 3. Consideration of Grant Offer Part 1 for FAA Airport Improvement Project 27. 4. Consideration of bid proposals for the Perrine Coulee Sewer Line Replacement Project. 5. Consideration to authorize the Mayor to sign ITD- 1983 local Public Agency's Certificate of Completion of Right-of-Way Activities for Washington Street North Project (Key No. 06558). 6. Consideration to authorize the Mayor and City Manager to execute the right-of-way agreement for Parcel Number 26 of the Washington Street North, Key No. 06558. 7. Consideration of the Final Plat of Pioneer Estates Subdivision, consisting of 13.84(+/-) acres with 44 single family residential lots on property located at the northwest corner of Filer Avenue East and Meadowview Lane North, c/o The Land Group. 8. Consideration of proposed Resolution 1809 adopting the Twin Falls Vision 2030: A Comprehensive Plan for a Sustainable Future as the City's Comprehensive Plan. 9. Consideration of proposed Ordinance 2960 amending City Code Title 10 by creating a new Chapter 18: City of Twin Falls Impact Fee Ordinance, which requires the payment of development impact fees and establishes regulations for their collection and administration. 10. Consideration of adoption of proposed Ordinance 2961: Request for a PUD Modification of the Northbridge PUD for a Zoning District Change and Zoning Map Amendment for 4.5 acres ± located at the northeast corner of Washington Street North and Pole Line Road from R-4 PRO to C-1 to allow for commercial development, c/o Hawkins Companies. (app. 2221) 11. Public input and/or items from the City Manager and City Council. 	Action	Dennis Bowyer
	Action	Dennis Bowyer
	Action	Bill Carberry
	Action	Jon Caton
	Action	Jackie Fields
	Action	Jackie Fields
	Action	Mitch Humble
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>		
IV. <u>PUBLIC HEARINGS:</u> 6:00 P.M. – None.		
V. <u>ADJOURNMENT:</u>		

COUNCIL PRESENT: Lance W. Clow, Trip Craig, Don Hall, Lee Heider, David E. Johnson, Greg Lanting
COUNCIL ABSENT: William A. Kezele
CITY STAFF PRESENT: City Manager Tom Courtney, Assistant City Manager Travis Rothweiler, Finance Director Gary Evans, City Engineer Jackie Fields, Community Development Director Mitch Humble, Airport Manager Bill Carberry, Parks & Recreation Director Dennis Bowyer, Deputy City Clerk/Recording Secretary Leila Sanchez.

Mayor Clow called the meeting to order at 5:00 P.M. He invited all present, who wished to, to recite the Pledge of Allegiance to the Flag with him. A quorum was present. Mayor Clow introduced City staff.

PROCLAMATION: SPECIAL OLYMPICS WORLD WINTER GAMES OF IDAHO

Mayor Clow read and presented the proclamation to Debbie Dane.

Debbie Dane stated that the opening ceremony will be held on February 3, 2009, at 3:30 p.m. at the College of Southern Idaho Fine Arts Auditorium.

AGENDA ITEMS

II. ITEMS FOR CONSIDERATION:

7. Consideration of the Final Plat of Pioneer Estates Subdivision, consisting of 13.84(+/-) acres with 44 single family residential lots on property located at the northwest corner of Filer Avenue East and Meadowview Lane North, c/o The Land Group.

Community Development Director Humble reviewed the request.

On June 10, 2008, the Planning & Zoning Commission granted approval of the Pioneer Estates preliminary plat as presented subject to the following conditions:

1. Subject of final technical review by the City Engineering Department and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to arterial and collector streets adjacent and within the property being rebuilt or built to current City standards upon development of the property.
3. Subject to Department of Parks & Recreation approval of the landscaping plans and open fencing required for lots located adjacent to the proposed walking paths.
4. Subject to compliance with minimum lot sizes as per City Code 10-4-3.3(B).

Staff concurs with the Planning & Zoning Commission recommendations.

Mayor Clow abstained from further discussion and decision due to a conflict of interest.

Discussion followed:

-In lieu contributions.

MOTION:

Councilperson Heider made the motion to approve the Final Plat of Pioneer Estates Subdivision, consisting of 13.84(+/-) acres with 44 single families residential lots on property located at the northwest corner of Filer Avenue East and Meadowview Lane North, c/o The Land Group as presented with the following conditions:

1. Subject to final technical review by the City Engineering Department and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to arterial and collector streets adjacent and within the property being rebuilt or built to current City standards upon development of the property.
3. Subject to Department of Parks and Recreation approval of the landscaping plans and open fencing required for lots located adjacent to the proposed walking paths.
4. Subject to compliance with minimum lot sizes as per City Code 10-4-3.3(B).

The motion was seconded by Councilperson Hall and roll call vote showed all members present voted in favor of the motion. Approved 5 to 0. Mayor Clow abstained from voting.

COUNCIL MEMBERS:

LANCE	TRIP	DON	LEE	DAVID E.	WILLIAM A.	GREG
CLOW	CRAIG	HALL	HEIDER	JOHNSON	KEZELE	LANTING
		<i>Mayor</i>	<i>Vice Mayor</i>			



MINUTES
Meeting of the Twin Falls City Council
January 11, 2010
City Council Chambers
305 3rd Avenue East Twin Falls, Idaho

PLEDGE OF ALLEGIANCE TO THE FLAG
CONFIRMATION OF QUORUM
INTRODUCTION OF STAFF
CALL MEETING TO ORDER: 5:00 P.M.

PROCLAMATIONS:

AGENDA ITEMS		Purpose	By:
I. <u>CONSENT CALENDAR:</u>		Action	Staff Report
1. Consideration of accounts payable for January 5 – 11, 2010.			
2. Consideration of the January 4, 2010, Minutes.			
3. Consideration of a request to approve the Improvement Agreement for Fieldstone 1 st Amended Subdivision (\$507,344.00).			
4. Consideration of a request to accept a Deferral Agreement for curb, gutter on property located at 261 Locust Street South c/o Gretchen Scott.			
5. Consideration of a request to accept a Deferral Agreement for curb, gutter on property located at 4144 Crestview c/o Joshua Hall.			
6. Consideration of a request to accept a Deferral Agreement for curb, gutter and sidewalk on property located at 1703 Third Avenue East c/o Kevin Renalli.			
7. Consideration of a request to accept a three year Staged Agreement for installation of curb, gutter, sidewalk, blacktop and landscaping on property located at 556 Main Avenue North for the Magic Valley High School remodel c/o Forest LeBaron.			
II. <u>ITEMS FOR CONSIDERATION:</u>		Presentation	
1. Presentation by Scott Andrus to discuss dissolving the Business Improvement District.		Action	Craig Stotts
2. Consideration of a request to approve the Animal Control Agreement for Fiscal Year 2009-2010 between the City of Twin Falls and Twin Falls County/Twin Falls County Sheriff.		Action	Melinda Anderson
3. Consideration of a request to terminate the Dell Lease Agreement and approve a Transfer Deed returning ownership of the Dell property back to the Urban Renewal Agency.		Action	Mitch Humble
4. Consideration of a request of a one year extension on the approval of the Final Plat for Pioneer Estates Subdivision, consisting of 13.84(+/-) acres with 44 single family residential lots on property located at the northwest corner of Filer Avenue and Meadowview Lane North, c/o The Land Group.		Action	Troy Vitek
5. Consideration of a request to approve a Trust Agreement for Calistoga Springs Subdivision, Phase 1, only.			
6. Public input and/or items from the City Manager and City Council.			
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>			
IV. <u>PUBLIC HEARINGS:</u> 6:00 P.M. – None.			
V. <u>ADJOURNMENT:</u>			

COUNCIL MEMBERS PRESENT: Lance W. Clow, Trip Craig, Don Hall, Lee Heider, David Johnson, Gregory Lanting

COUNCIL MEMBERS ABSENT: Will Kezele

STAFF PRESENT: City Manager Tom Courtney, Assistant City Manager Travis Rothweiler, City Attorney Fritz Wonderlich, Economic Development Director Melinda Anderson, Community Development Director Mitch Humble, Police Chief Jim Munn, Lt. Craig Stotts, City Clerk/Recording Secretary Leila Sanchez.

Mayor Hall called the meeting to order at 5:00 P.M. He invited all present, who wished to, to recite the Pledge of Allegiance to the Flag with him. A quorum was present. Mayor Hall introduced City staff.

CONSIDERATION OF THE AMENDMENTS TO THE AGENDA:

City Manager Courtney requested the following:

Consideration to adopt Resolution 1832 authorizing the Mayor and/or the City Manager to sign all applications, grant agreements and other documents relating to drinking water planning grants; and, to adopt Resolution 1833 authorizing the Mayor and/or City Manager to sign all applications, loan agreements and amendments, and other documents relating to drinking water facility state revolving loan fund construction loans.

MOTION:

Councilperson Clow made the motion to amend the agenda and take into consideration Resolution 1832 and Resolution 1833, following Item for Consideration II.6. The motion was seconded by Vice Mayor Heider and roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

PROCLAMATIONS: None.

AGENDA ITEMS

I. CONSENT CALENDAR:

1. Consideration of accounts payable for January 5 – 11, 2010, \$257,321.23
2. Consideration of the January 4, 2010, Minutes.
3. Consideration of a request to approve the Improvement Agreement for Fieldstone 1st Amended Subdivision (\$507,344.00).
4. Consideration of a request to accept a Deferral Agreement for curb, gutter on property located at 261 Locust Street South c/o Gretchen Scott.
5. Consideration of a request to accept a Deferral Agreement for curb, gutter on property located at 4144 Crestview c/o Joshua Hall.
6. Consideration of a request to accept a Deferral Agreement for curb, gutter and sidewalk on property located at 1703 Third Avenue East c/o Kevin Renalli.
7. Consideration of a request to accept a three year Staged Agreement for installation of curb, gutter, sidewalk, blacktop and landscaping on property located at 556 Main Avenue North for the Magic Valley High School remodel c/o Forest LeBaron.

MOTION:

Vice Mayor Heider made the motion to approve the Consent Calendar as presented. The motion was seconded by Councilperson Johnson and roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

II. ITEMS FOR CONSIDERATION:

1. Presentation by Scott Andrus to discuss dissolving the Business Improvement District.

Scott Andrus, 7008 English Mist Circle, Las Vegas, Nevada, and owner of the Escape Salon, explained the request. He stated that he co-chairs a committee to disestablish the Historic Downtown Business Improvement District. Other-representatives on the committee are co-chairs Virginia and Calvin Wilcox, Scott Featherson, Jim Wageman, and Shannon Gnesa. Each representative owns real property and operates a business within the designated boundaries of the BID organization. Under State of Idaho Code the committee may petition the Council to disband, dissolve, or as statute provides disestablish the district that has unduly bound the property owners for nearly three decades. According to code, "The legislative authority shall disestablish a district if the businesses in the district which pay a majority of the assessments petition in writing for such

disestablishment." The total valuations of signatures are some \$85,000." The committee on January 12, 2010, at 1:00 P.M. will formally record its petition with City Hall.

Mayor Hall stated that he spoke with City Attorney Wonderlich regarding the procedure. Signatures will need to be verified along with the legality of the vote. If it meets the requirement to disestablish the BID a public hearing will be held in the future.

2. Consideration of a request to approve the Animal Control Agreement for Fiscal Year 2009-2010 between the City of Twin Falls and Twin Falls County/Twin Falls County Sheriff.

Lt. Stotts reviewed the City staff report and the proposed Animal Control Agreement. He highlighted the following: Citations, animal shelter, impound fees, chemical capture requirements, animal control call in county, and comparison of costs summary.

Staff recommends approval of the Animal Control Agreement as presented.

Discussion followed:

Councilperson Clow asked if all calls to SIRCOMM are treated as a 911 call and if several calls that are called into SIRCOMM regarding the same incident are counted as one call. Lt. Stotts stated that all calls are treated as a 911 call and dispatchers are trained to treat several calls as one call.

Councilperson Clow stated that he estimated that the total cost between the City and County to the Animal Shelter is \$275,000 between the two and 30% of that would be about \$80,000 and if the formula is to be followed staff should talk to the County to pay a bigger piece of the animal shelter costs.

Lt. Stotts stated that based on the research done the percentages seemed right on line.

MOTION:

Councilperson Johnson made the motion to approve the Animal Control Agreement for Fiscal Year 2009-2010 as presented. The motion was seconded by Councilperson Lanting and roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

3. Consideration of a request to terminate the Dell Lease Agreement and approve a Transfer Deed returning ownership of the Dell property back to the Urban Renewal Agency.

Economic Development Director Anderson reviewed the Council staff report. The Lease Termination Agreement and Memo of Lease Termination approval is required of City Council and Lease Termination Agreement and Bill of Sale approval is required of the URA. Approval of the deed transferring the Dell property back to the URA by the City is also necessary.

The URA will be conducting a meeting on January 19, 2010, to discuss approval of the agreements.

City Attorney Wondelrich stated that in 2002 when the City, URA and Dell reached an agreement and as part of the agreement, even though URA was acquiring the property to be financed by Dell, it was also provided that it would pass through the City, and the City would be the lessor. The City has been the owner and lessor of the property since 2002. The lease also provided that upon termination the City would cause the title to be transferred back to the URA and that is whether or not the URA acquires the property or whether it in turn passes it on back to Dell who financed the purchase of the property. Even though URA has not made a decision on acquiring the property, the City of Twin Falls is obligated to transfer the property back to the URA. Staff recommends that Council approve the Lease Termination and Deed as presented.

Discussion followed:

Councilperson Clow asked for a cost estimate value of the building.

Economic Development Director Anderson stated that a rough estimate of the building and tenant improvements is \$3,000,000 minus the depreciation over the past 8 years.

MOTION:

Councilperson Craig made the motion to terminate the Dell Lease Agreement and approve a Transfer Deed returning ownership of the Dell property back to the Urban Renewal Agency as presented. The motion was seconded by Councilperson Lanting and roll call vote showed all members present voted in favor of the motion.

4. Consideration of a request of a one year extension on the approval of the Final Plat for Pioneer Estates Subdivision, consisting of 13.84(+/-) acres with 44 single family residential lots on property located at the northwest corner of Filer Avenue and Meadowview Lane North, c/o The Land Group.

Community Development Director Humble reviewed the request. Approval of the request will allow the applicant to record the final plat without going back through the process. If approved the final plat would expire on February 2, 2011.

MOTION:

Vice Mayor Heider made a motion to approve a one year extension on the approval of the Final Plat for Pioneer Estates Subdivision, consisting of 13.84(+/-) acres with 44 single family residential lots on property located at the northwest corner of Filer Avenue and Meadowview Lane North, c/o The Land Group as presented with the following conditions:

1. Subject to technical review by the City Engineering Department and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to arterial and collector streets adjacent and within the property being rebuilt or built to current City standards upon development of the property.
3. Subject to Department of Parks and Recreation approval of the landscaping plans and open fencing required for lots located adjacent to the proposed walking paths.
4. Subject to compliance with minimum lot sizes as per City Code 10-4-3.3(B).

The motion was seconded by Councilperson Lanting and roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

Community Development Director Humble stated that it is common for plats to expire and for developers to request to extend than start anew. He recommended that the City continue the process as it is.

5. Consideration of a request to approve a Trust Agreement for Calistoga Springs Subdivision, Phase 1, only.

Assistant City Engineer Vitek reviewed the request.

Staff recommends that the Council accept the agreement and authorize the Mayor to sign in order to place the lots in trust.

Discussion followed:

Councilperson Craig asked the location of property and right of way dedication.

Community Development Director Humble explained the location of the property and the right of way dedication that has been required by staff.

MOTION:

Councilperson Lanting made the motion to approve the Trust Agreement for Calistoga Springs Subdivision, Phase 1, only, as presented. The motion was seconded by Vice Mayor Heider and roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

6. Consideration to adopt Resolution 1832 authorizing the Mayor and/or the City Manager to sign all applications, grant agreements and other documents relating to drinking water planning grants; and, to adopt Resolution 1833 authorizing the Mayor and/or City Manager to sign all applications, loan agreements and amendments, and other documents relating to drinking water facility state revolving loan fund construction loans.

Assistant City Manager Rothweiler reviewed the request.

Staff recommends adoption of Resolution 1832 and 1833, as presented.

MOTION:

Councilperson Johnson made the motion to adopt Resolution 1832, entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS AUTHORIZING THE MAYOR AND/OR THE CITY MANAGER TO SIGN ALL APPLICATIONS, GRANT AGREEMENTS AND OTHER DOCUMENTS RELATING TO DRINKING WATER PLANNING GRANTS. The motion was seconded by Councilperson Lanting and roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

MOTION:

Councilperson Johnson made the motion to adopt Resolution 1833; entitled: A RESOLUTION BY THE CITY COUNCIL OF CITY COUNCIL, IDAHO, AUTHORIZING MAYOR AND/OR THE CITY MANAGER TO SIGN ALL APPLICATIONS, LOAN AGREEMENTS AND AMENDMENTS, AND OTHER DOCUMENTS RELATING TO DRINKING WATER FACILITIES STATE REVOLVING LOAN FUND CONSTRUCTION LOANS. The motion was seconded by Councilperson Craig and roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

7. Public input and/or items from the City Manager and City Council.

Councilperson Johnson asked City Attorney Wonderlich for clarification in regards to the presentation made by Scott Andrus.

City Attorney Wonderlich stated that Mr. Andrus read the portion of the statutes that allows disestablishment and is permitted that those businesses that pay a majority of the assessments in the district petition Council or the legislative body for disestablishment. The operative languages are those that pay a majority of the assessments. The City will count those who pay the majority of the assessment and will not count those who don't pay.

III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:

Councilperson Clow updated Council on the Youth Council's meeting held on January 11, 2010.

Councilperson Lanting updated Council on the improvements made to the City of Twin Falls Golf Club.

IV. PUBLIC HEARINGS: 6:00 P.M. – None.

V. ADJOURNMENT: The meeting adjourned at 6:06 p.m.

Leila A. Sanchez
Deputy City Clerk/Recording Secretary

COUNCIL MEMBERS:

LANCE CLOW	TRIP CRAIG	DON HALL <i>Mayor</i>	LEE HEIDER <i>Vice Mayor</i>	DAVID E. JOHNSON	WILLIAM A. KEZELE	GREG LANTING
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Minutes
Meeting of the Twin Falls City Council
January 3, 2011
City Council Chambers
305 3rd Avenue East Twin Falls, Idaho

CALL MEETING TO ORDER: 5:00 P.M.
PLEDGE OF ALLEGIANCE TO THE FLAG
CONFIRMATION OF QUORUM
INTRODUCTION OF STAFF
CONSIDERATION OF THE AMENDMENTS TO THE AGENDA:
PROCLAMATIONS: None.

AGENDA ITEMS	Purpose	By:
I. CONSENT CALENDAR: 1. Consideration of accounts payable for December 21 – January 3, 2011. Payroll, December 2010, total: \$108,019.09 2. Consideration of the December 20, 2010, Minutes. 3. Consideration of approval of the 2011 City Council Calendar.	<i>Action</i>	<i>Staff Report</i> Sharon Bryan Leila Sanchez Leila Sanchez
II. ITEMS FOR CONSIDERATION: 1. Swearing in office Rebecca Mills Sojka as Councilperson by Deputy City Clerk Sharon Bryan. 2. Appointment of Vice Mayor and reassignment of Council committees. 3. Consideration to approve Debbie Dane, 2122 Julie Lane, to serve as a Library Trustee. 4. Consideration of a request to award the bids for the following parts of the 2010 Water System Improvement Project for arsenic compliance: Part 1 – Booster Pump Station, Part – 5 South Well Blending project. 5. Presentation of a proposed partnership with the Blue Lakes Rotary Club on the development of the South Estates Park. 6. Consideration of a request to fund roadway improvements on Eastland Drive. 7. Consideration of a 2nd one (1) year extension on the approval of the Final Plat for Pioneer Estates Subdivision, consisting of 13.84 (+/-) acres with 44 single family residential lots on property located at the northwest corner of Filer Avenue East and Meadowview Lane North, c/o The Land Group. 8. Consideration of adoption of one (1) ordinance for a request for a Zoning Title Amendment that would amend Twin Falls City Code by adding a new City Code Section 10-4-23: Residential Business District, c/o City of Twin Falls (app. 2400). 9. Public input and/or items from the City Manager and City Council.	Action Action Action Action Presentation Action Action Action	Sharon Bryan Don Hall Susan Ash Jon Caton/ J-U-B Engineers BLRC/ Dennis Bowyer Jacqueline Fields Mitch Humble Mitch Humble
III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:		
IV. PUBLIC HEARINGS: 6:00 P.M. – None.		
V. ADJOURNMENT:		

****Any person(s) needing special accommodations to participate in the above noticed meeting should contact Leila Sanchez at (208) 735-7287 at least two working days before the meeting.***

Minutes

January 3, 2011

Page 2 of 4

COUNCIL MEMBERS PRESENT: Lance W. Clow, Trip Craig, Don Hall, Lee Heider, David Johnson, Will Kezele, Gregory Lanting.

Rebecca Mills Sojka was appointed at 5:06 P.M.

COUNCIL MEMBERS ABSENT: None.

STAFF PRESENT: City Manager Tom Courtney, Assistant City Manager Travis Rothweiler, City Engineer Jacqueline Fields, Library Director Susan Ash, Parks & Recreation Director Dennis Bowyer, Public Works Director Jon Caton, Deputy City Clerk Sharon Bryan, Deputy City Clerk/Recording Secretary Leila Sanchez.

Mayor Hall called the meeting to order at 5:00 P.M. He invited all present, who wished to, to recite the Pledge of Allegiance to the Flag with him. The Boy Scouts led the Pledge of Allegiance. A quorum was present. Mayor Hall introduced City staff.

CONSIDERATION OF THE AMENDMENTS TO THE AGENDA:

Added: Consideration of an Alcohol License Application (Beer) for Clodajo, Inc., DBA Papa Bright's located at 228 Blue Lakes Blvd. N. #2.

Removed: ATT Mobility from the Accounts Payable

Added: Fire Payroll of December 30, 2010, total: \$ 52,095.77

MOTION:

Councilperson Clow made the motion to amend the agenda to add the following:
Consideration of an Alcohol License Application (Beer) for Clodajo, Inc., DBA Papa Bright's located at 228 Blue Lakes Blvd. N. #2,
Removed: ATT Mobility from the Accounts Payable
Added: Fire Payroll of December 30, 2010, total: \$ 52,095.77

The motion was seconded by Vice Mayor Heider and roll call vote showed all members present voted in favor of the motion.

PROCLAMATIONS: None.

AGENDA ITEMS

I. CONSENT CALENDAR:

1. Consideration of accounts payable for December 21 – January 3, 2011, \$137,816.83
Payroll, December 2010, total: \$108,019.09
Fire Payroll December 30, 2010, total: \$ 52,095.77
2. Consideration of the December 20, 2010, Minutes
3. Consideration of approval of the 2011 City Council Calendar.

MOTION:

Vice Mayor Heider made the motion to approve the consent calendar with the following changes:

-Added: Consideration of an Alcohol License Application (Beer) for Clodajo, Inc., DBA Papa Bright's located at 228 Blue Lakes Blvd. N. #2.

-Removed: ATT Mobility from the Accounts Payable

-Added: Fire Payroll of December 30, 2010, total: \$ 52,095.77 as presented. The motion was seconded by Councilperson Craig and roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

II. ITEMS FOR CONSIDERATION:

1. Swearing in office Rebecca Mills Sojka as Councilperson by Deputy City Clerk Sharon Bryan.

Deputy City Clerk Sharon Bryan swore in Rebecca Mills Sojka as Councilperson.

Vice Mayor Heider stepped down from his seat.

Councilperson Rebecca Mills Sojka took her seat on the Council.

Lee Heider stated that the past three years the City has accomplished a great deal in Twin Falls. All the departments seem to function well within the City. The City has improved and maintained their quality of service.

The full Council commended Lee Heider for his service to the City.

2. Appointment of Vice Mayor and reassignment of Council committees.

Mayor Hall recommended that Councilperson Lanting serve as Vice Mayor of the City Council.

MOTION:

Councilperson Clow made the motion to appoint Greg Lanting as Vice Mayor. The motion was seconded by Councilperson Johnson and roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

Mayor Hall announced the following changes to the committees:

Lance Clow to serve on the Animal Shelter Advisory Board, Citizen Finance and Planning Committee, Comprehensive Aquifer Management Plan, Youth Council.

Trip Craig to serve on the Library Board of Trustees, Park & Recreation Commission, Urban Renewal Agency, Compensation Task Force, Recreation Center Task Force.

Don Hall to serve on Chamber of Commerce, Magic Valley Arts Council, So. Idaho Economic Development Organization, Southern Idaho Magistrate Commission, Trans IV, Youth Council, Citizen Finance and Planning Committee.

Rebecca Sojka to serve on the Building Inspections Department Advisory Committee, Public Works, Planning & Zoning Commission, Youth Council.

Will Kezele to serve on the Fire Department, Compensation Task Force, Greater Twin Falls Transportation Recreation Center Task Force, Airport Advisory Board.

Dave Johnson to serve on the Citizen Finance & Planning Committee, Chamber of Commerce, Reimbursement Improvement Commission, Development Impact Fee Advisory Committee, Police Department.

Greg Lanting to serve on the Golf Advisory Board, Historic Preservation Committee, Traffic Safety Commission, Compensation Task Force

The following has been completed: Council Seat Selection Task Force and Recycle Task Force.

>>.....<<

7. Consideration of a 2nd one (1) year extension on the approval of the Final Plat for Pioneer Estates Subdivision, consisting of 13.84 (+/-) acres with 44 single family residential lots on property located at the northwest corner of Filer Avenue East and Meadowview Lane North, c/o The Land Group.

Community Development Director Humble reviewed the request.

Staff recommend approval of a 2nd 1-year extension of the filing requirement on the final plat for Pioneer Estates Subdivision subject to the original four conditions of approval:

1. Subject to final technical review by the City Engineering Department and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to arterial and collector streets adjacent and within the property being rebuilt or built to current City standards upon development of the property.
3. Subject to Department of Parks and Recreation approval of the landscaping plans and open fencing required for lots located adjacent to the proposed walking paths.
4. Subject to compliance with minimum lot sizes as per City Code 10-4-3.3(B)

If the request is approved the extension will expire on February 2, 2012.

MOTION:

Vice Mayor Lanting made the motion to approve a 2nd 1-year extension of the filing requirement on the final plat for Pioneer Estates Subdivision to expire on February 2, 2012, and subject to the original four conditions of approval:

1. Subject to final technical review by the City Engineering Department and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to arterial and collector streets adjacent and within the property being rebuilt or built to current City standards upon development of the property.
3. Subject to Department of Parks and Recreation approval of the landscaping plans and open fencing required for lots located adjacent to the proposed walking paths.
4. Subject to compliance with minimum lot sizes as per City Code 10-4-3.3(B)

The motion was seconded by Councilperson Kezele and roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.



Date: Monday, January 3, 2012
To: Honorable Mayor and City Council
From: Lee Glaesemann, Staff Engineer

Request:

Consideration of a request to award the pipe procurement contract for the 2011 Northeast Sewer Project to HD Supply Waterworks of Meridian Idaho, in the amount of \$881,330.38.

Time Estimate:

The staff presentation will take approximately 5 minutes.

Background:

The 2011 Northeast Sewer project is a multi-phase project to increase sewer capacity and bypass existing sewer mains that run through the City. The City has been systematically upgrading and installing portions of the Northeast Sewer for several years. These improvements have included the Canyon Springs Drop-Line upgrade in 2006 followed by improvements through the Mall area and down Poleline Road from the Mall to Eastland.

With the coming of Agro-Farma and subsequent development agreement between the City, Urban Renewal Agency and Agro-Farma, the timeline for Northeast Sewer improvements has been accelerated. During the first half of 2012, approximately 5 miles of large diameter sewer must be installed to accommodate expected Agro-Farma flows along with the previously identified needed improvements.

To help accomplish the construction of the Northeast Sewer in a short time frame, pipe is being pre-purchased and ordered. Along with the intention of shortening the wait time for construction contractors to start work, the large volume order helps to reduce pipe costs.

On Tuesday, December 20th of 2111, bids were opened for the 2011 Northeast Sewer – Pipe procurement. Four bids were received with the lowest bid coming from HD Supply Waterworks of Meridian Idaho in the amount of \$881,330.38. HD Supply Waterworks' bid package was checked for completeness and no irregularities were found.

Approval Process:

The City entered into an agreement with Agro-Farma and the Urban Renewal Agency(URA) where URA agreed to allocate funds to the construction of the Northeast Sewer project. The City agreed to partially fund a portion of the work to relieve some existing problems in the collection system. The City also agreed to construct the work. Approval of this contract enables the URA and City to continue to execute the obligations of the development agreement.

Budget Impact:

The NE Sewer trunk line project is funded by the URA and the City. The project is originally funded with \$2 million Urban Renewal funds and \$4 million City funds. Since the agreement was signed, Agro-Farma has expressed interest in expanding the capacity of the sewer and has agreed to fund the difference in cost in the event the Urban Renewal funds are not available.

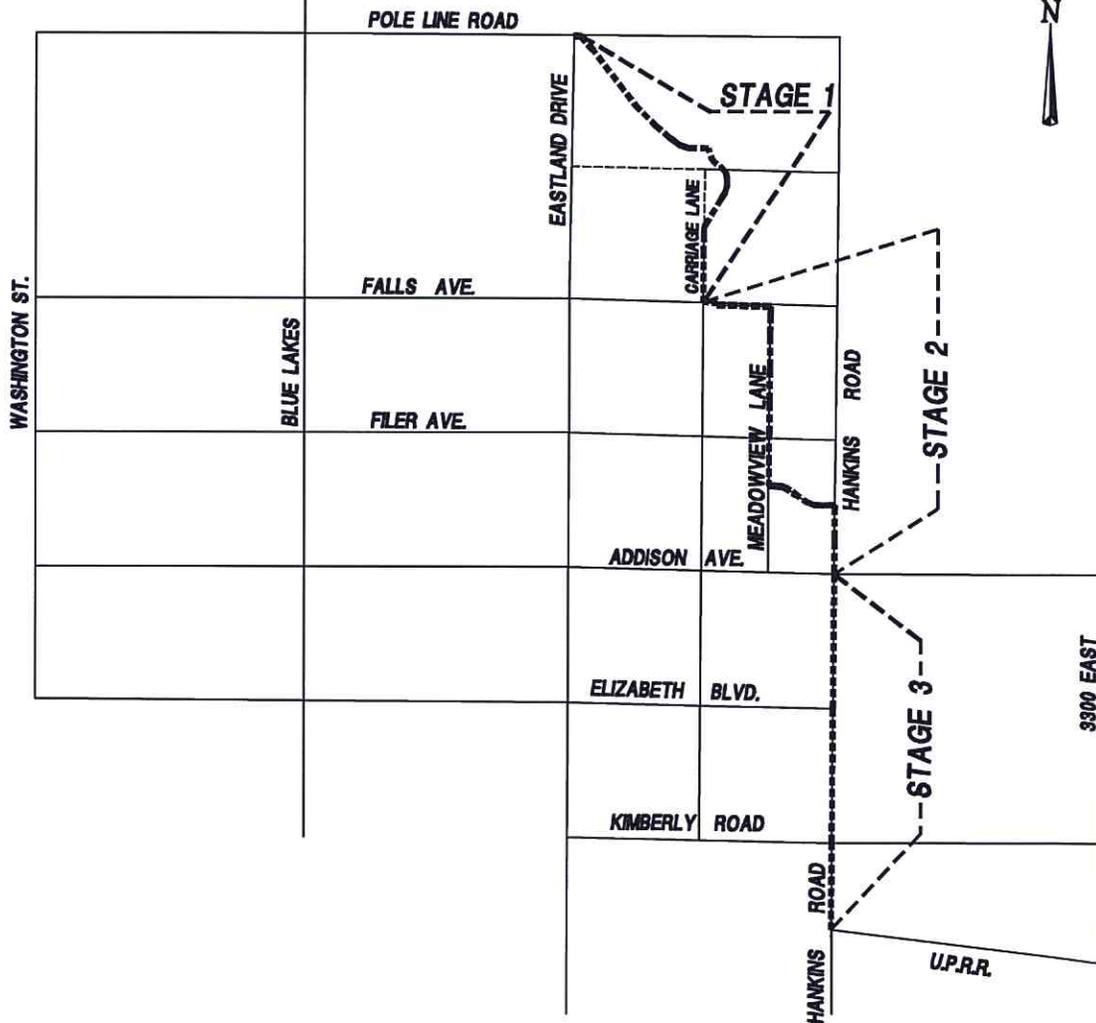
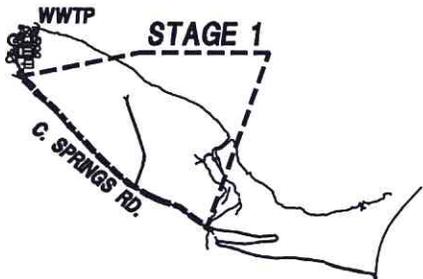
Conclusion:

Staff recommends that City Council approve and award the 2011 Northeast Sewer – Pipe Procurement contract to HD Supply Waterworks, in the amount of \$881,330.38.

Attachments:

1. Vicinity Map
2. EHM Engineers summary and Bid Tabulation

City of Twin Falls 2012 NORTHEAST SEWER PROJECT Construction Stages



December 20, 2011

City of Twin Falls
P.O. Box 1907
Twin Falls, Idaho 83303

Attn.: Lee Glaesemann, P.E.

Re.: *2011 Northeast Sewer Project Phase 2
Furnishing of Gravity Sewer Pipe
(Bid Opening and Summary)*

Dear Sir:

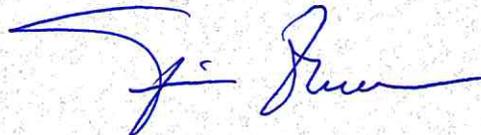
This transmittal is a summary of the bid opening on December 20, 2011 for the above referenced project. Four bids were received and opened per the requirements. A bid summary has been tabulated for your reference. Results of the bids and the tabulation are summarized briefly below. Please refer to the attachments for a detailed summary.

<u>Contractor:</u>	<u>Submitted Bid</u>	<u>Adjusted Tabulation</u>
HD SUPPLY WATERWORKS	\$881,330.38	\$881,330.38
FERGUSON WATERWORKS	\$881,992.44	\$881,992.44
HD FOWLER	\$894,119.43	\$894,115.18
CONSOLIDATED SUPPLY	\$1,071,329.70	\$1,071,329.70

HD SUPPLY WATERWORKS was the low bidder based on our calculations and their bid package appears to be complete.

Please feel free to contact me at 734-4888 if you have any questions or need further information regarding the project.

Sincerely,
Tim Vawser



EHM Engineers, Inc.

Attachments: Bid Summary
Bid Packages

EHM Engineers, Inc.

621 No. College Rd., Ste. 100, Twin Falls, Idaho

BID SUMMARY

**PROJECT: 2011 NORTHEAST SEWER PROJECT PHASE 2
FURNISHING OF GRAVITY SEWER PIPE**

Bid Opening: December 20, 2011

Item No	Item Description	Qty.	Unit	ENGINEERS' ESTIMATE		HD SUPPLY WATERWORKS Meridian, Idaho		FERGUSON WATERWORKS Twin Falls, Idaho		HD FOWLER Twin Falls, Idaho		CONSOLIDATED SUPPLY Nampa, Idaho	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	Solid Wall PVC Pipe 21 inch. ASTM F 679	1512	FT.	\$23.00	\$ 34,776.00	\$21.48	\$ 32,477.76	\$21.50	\$ 32,508.00	\$22.53	\$ 34,065.36	\$25.40	\$ 38,404.80
2	Solid Wall PVC Pipe 24 inch. ASTM F 679	11886	FT.	\$29.00	\$ 344,694.00	\$27.40	\$ 325,676.40	\$27.43	\$ 326,032.98	\$25.99	\$ 308,917.14	\$32.25	\$ 383,323.50
3	Solid Wall PVC Pipe 27 inch. ASTM F 679	7686	FT.	\$41.00	\$ 315,126.00	\$34.89	\$ 268,164.54	\$34.91	\$ 268,318.26	\$35.24	\$ 270,854.64	\$42.90	\$ 329,729.40
4	Solid Wall PVC Pipe 30 inch. ASTM F 679	4116	FT.	\$54.00	\$ 222,264.00	\$45.43	\$ 186,989.88	\$45.45	\$ 187,072.20	\$49.99	\$ 203,758.84	\$57.50	\$ 236,670.00
5	Solid Wall PVC Pipe 36 inch. ASTM F 679	980	FT.	\$87.00	\$ 85,260.00	\$69.41	\$ 68,021.80	\$69.45	\$ 68,061.00	\$76.04	\$ 74,519.20	\$84.90	\$ 83,202.00
Grand Total					\$ 1,002,120.00		\$ 881,330.38		\$ 881,992.44		\$ 894,115.18		\$ 1,071,329.70

* All items were modified by addendum and all bidders supplied appropriate addendum number 4.
Highlighted areas denote corrections to errors in bid calculations although the outcome of lowest apparent bidder is not effected as that company's written total was \$894,119.43.



Date: Tuesday, January 3, 2012
To: Honorable Mayor and City Council
From: Jackie Fields, P.E., City Engineer

Request:

Consideration of a contract with Spencer Turbine Company to provide the #4 Aeration Blower Equipment Package in the amount of \$179,000.

Time Estimate:

The staff presentation will take approximately 5 minutes.

Background:

The Waste Water Treatment Plant (WWTP) currently owns and maintains 3 Spencer aeration blowers. The addition of a fourth aeration blower is required to treat the additional loads from the proposed Agra-Farma facility. During the design of the plant upgrades in the late 1990's, space and piping were provided to allow easy installation of a fourth 500 horsepower multi-stage centrifugal blower.

The WWTP personnel have a knowledge and inventory of used parts to maintain the current aeration blowers. Staff feels this is a perfect opportunity to match the 4th blower to the existing 3. To ensure that the blower's are identical it requires a sole source designation.

In a review of the system with WWTP staff and CH2MHill, the WWTP engineering consultants, it is determined that an additional blower is needed to meet Agra-Farma's needs at this time. The installation and maintenance of the blower will be provided by the WWTP staff.

On December 12, 2011 the Council approved Resolution 1875 declaring a sole source supplier for the purchase of aeration blower #4 equipment package. The resolution was published on December 15th more than 14 calendar days prior to award of the contract.

Approval Process:

The City entered into an agreement with Agra-Farma and the Urban Renewal Agency (URA) where the URA agreed to allocate funds to the Waste Water Treatment Plant. The City also agreed to construct the work. Approval of this contract enables the URA and City to continue to execute the obligations of the development agreement.

Budget Impact:

The Aeration Blower #4 equipment package is a lump sum bid price of One Hundred Seventy-Nine Thousand dollars (\$179,000). The funds required for this procurement will be provided by the Urban Renewal Agency as part of the

Development Agreement with Agro-Farma with the City providing the work and will be no impact to the City Reserves.

Regulatory Impact:

Approval of the request will allow the City to procure the Aeration Blower #4 equipment package consisting of a multistage centrifugal blower, motor, control panel, inlet throttling valve and accessories for a complete system.

Conclusion:

Staff recommends that the Council approve and authorize the Mayor sign the contract with Spencer Turbine Company.

Attachments:

- 1) Aeration Blower #4 Equipment Package sent to Spencer Turbine Company
- 2) Spencer's Signed Bid Form of 175,000 excepting Comments, Qualifications, and Exceptions
- 3) Spencer's Comments, Qualifications, and Exceptions detailed.
- 4) Final Amendment No. 1 and contract price of \$179,000.

**CITY OF TWIN FALLS
TWIN FALLS, IDAHO**

**BIDDING REQUIREMENTS
AND
CONTRACT DOCUMENTS**

for purchase of

AERATION BLOWER #4 EQUIPMENT PACKAGE

CH2M HILL
Boise, Idaho
December 2011

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This document and the ideas and designs incorporated herein, as an instrument of professional service, is the property of CH2M HILL and is not to be used in whole or part, for any other project without the written authorization of CH2M HILL.

Project No. 429376

Copy No. _____

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END OF SECTION

INVITATION TO BID

Sealed Bids for the purchase of Aeration Blower #4 Equipment Package, addressed to City Hall, 321 Second Avenue East, Twin Falls, ID 83301, will be received at the office of the City Clerk, City of Twin Falls, State of Idaho, (Buyer), until **4:00 p.m.**, local time, on the **7th day of December, 2011**. Any Bids received after the specified time will not be considered.

Bids will then be privately opened and read.

The Project contemplated consists of furnishing one aeration blower package consisting of a multistage centrifugal blower, motor, control panel, inlet throttling valve and accessories for a complete system.

The Project will be completed in all respects within 112 calendar days from the date when the Contract Times commence to run.

Bid must be submitted on the prescribed Bid Form.

Successful Bidder will be required to furnish the additional Bond(s) prescribed in Bidding Documents.

For information concerning the proposed Project, contact Joe Nye, CH2M HILL, telephone: 208-383-6117.

Buyer's right is reserved to reject all Bids or any Bid not conforming to the intent and purpose of the Bidding Documents.

Dated this 5th day of December, 2011.

City of Twin Falls

By _____
Sharon Bryan, Deputy City Clerk

END OF SECTION

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS.

1.1. Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

1.1.1. *Issuing Office*-the office from which the Bidding Documents are to be issued and where the Bidding procedures are to be administered.

1.1.1.1. CH2M HILL, 322 East Front Street, Suite 200, Boise, Idaho, 83702.

1.1.2. Buyer - City of Twin Falls, Idaho.

2. BIDS RECEIVED.

2.1. Refer to Invitation to Bid for information on receipt of Bids.

3. COPIES OF BIDDING DOCUMENTS.

3.1. Complete sets of Bidding Documents shall be used in preparing Bids; neither Buyer nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.2. Buyer and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for furnishing Goods and Special Services and do not confer a license or grant for any other use.

3.3. Bidder is advised to carefully review those portions of Bid Form requiring Bidder's representations and certifications.

4. EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND POINT OF DESTINATION.

4.1. Upon request, Buyer will provide Bidder access to the Point of Destination and the site where Goods are to be installed or Special Services are to be provided so that Bidder may conduct such investigations, examinations, tests, and studies as Bidder deems necessary for submission of a Bid.

4.2. It is the responsibility of each Bidder, before submitting a Bid, to:

4.2.1. Examine and carefully study Bidding Documents, including Addenda and related data identified in Bidding Documents.

4.2.2. If specified or, if in Bidder's judgment, any local condition may affect cost, progress, or furnishing of Goods and Special Services, visit the Point of Destination and the site where the Goods are to be installed and Special Services are to be provided to become familiar with local conditions.

4.2.3. Become familiar with and satisfy itself as to Laws and Regulations that may affect cost, progress, or furnishing of Goods and Special Services.

4.2.4. Carefully study, consider, and correlate information known to Bidder; information commonly known to Sellers of similar Goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods are to be installed or Special Services are to be provided; and any reports and drawings identified in the Bidding Documents regarding Point of Destination and site where Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under Contract Documents;

4.2.5. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder.

4.2.6. Determine that Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

5. INTERPRETATIONS AND ADDENDA.

5.1. All questions about the meaning or intent of Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Issuing Office as having received Bidding Documents. Questions received less than 1 day prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral statements and other interpretations may not be relied upon and will not be binding or legally effective.

5.2. Addenda may be issued to clarify, correct, or change Bidding Documents as deemed advisable by Buyer or Engineer.

6. CONTRACT TIMES.

6.1. See applicable provisions in the Agreement.

7. LIQUIDATED DAMAGES.

7.1. Provisions for liquidated damages such as those for Seller's failure to attain a Milestone, or to deliver the Goods or furnish Special Services within the Contract Times, are set forth in the Agreement.

8. "OR-EQUAL" ITEMS.

8.1. The Contract, if awarded, will be on the basis of materials and equipment specified or described in Bidding Documents without consideration of possible "or-equal" items. Whenever it is specified or described in Bidding Documents that an "or-equal" item of material or equipment may be furnished or used by Seller if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after Effective Date of the Agreement. The procedure for submittal of such application by Seller and consideration by Engineer is set forth in the General Conditions and may be supplemented in the General Requirements.

9. PREPARATION OF BID.

9.1. The Bid Form is included with Bidding Documents. Additional copies may be obtained from Issuing Office.

9.2. All blanks on Bid Form shall be completed by ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item listed therein, or the words "No Bid", "No Change", or "Not Applicable" entered.

9.3. A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

9.4. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear on the line below the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

9.5. A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state in which the firm was formed and the official address of the firm shall be shown below the signature.

9.6. A Bid by an individual shall show the Bidder's name and official address.

9.7. A Bid by a joint venture shall be executed by each joint venture partner in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

9.8. All names must be typed or printed in ink below the signatures.

9.9. The Bid shall contain an acknowledgement of receipt of all Addenda; the numbers of which shall be filled in on the Bid Form. Failure to acknowledge receipt will cause Bid to be considered in nonconformance.

9.10. Each Bidder shall list the postal address, e-mail address, and telephone number for communications regarding the Bid.

10. BASIS OF BID; COMPARISON OF BIDS.

10.1. Lump Sum:

10.1.1. Bidder shall submit Bid on a lump sum basis as set forth in Bid Form.

10.1.2. For determination of apparent low Bidder, Bids will be compared on the basis of the lump sum.

11. SUBMISSION OF BID.

11.1. Bidding Documents contain one bound copy of Bid Form. The bound copy of Bid Form is to be completed and submitted.

11.2. Bid shall be submitted no later than the date and time prescribed and at place indicated in Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with Project title, name, and address of Bidder and shall be accompanied by Bid security and other required documents. If Bid is sent by mail or other delivery system, sealed envelope containing Bid shall be enclosed in a separate package plainly marked on outside with notation "BID ENCLOSED", and addressed as indicated in Invitation to Bid.

11.2.1. Alternatively, bid may be submitted electronically no later than the date and time prescribed in the Invitation to Bid. Bid shall be submitted via email to Joseph.Nye@ch2m.com. Bid documents shall be in Adobe Acrobat Portable Document Format.

12. MODIFICATION OR WITHDRAWAL OF BID.

12.1. A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed, and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

12.2. If within 24 hours after Bids are opened, Bidder files a duly signed written notice with Buyer, and promptly thereafter demonstrates to the reasonable satisfaction of Buyer that there was a material and substantial mistake in preparation of its Bid, it may withdraw its Bid, and the Bid security will be returned. Thereafter, if Goods and Special Services are rebid, that Bidder will be disqualified from further bidding on Goods and Special Services.

13. OPENING OF BIDS.

13.1. Bids will be opened privately.

14. BIDS TO REMAIN SUBJECT TO ACCEPTANCE.

14.1. All Bids will remain subject to acceptance for the period of time stated in Bid Form, but Buyer may, in its sole discretion, release any Bid prior to end of this period.

15. BASIS OF AWARD; AWARD OF CONTRACT.

15.1. Buyer reserves its right to reject any and all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Buyer further reserves the right to reject the Bid of any Bidder that Buyer finds, after reasonable inquiry and evaluation, to be nonresponsible. Buyer may also reject the Bid of any Bidder if Buyer believes that it would not be in the best interest of the Project to make an award to that Bidder. Buyer also reserves the right to waive informalities not involving price, time or changes in Goods and Special Services, and to negotiate contract terms with Successful Bidder.

15.2. More than one Bid for the same Goods and Special Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for Goods and Special Services shall be cause for disqualification of that Bidder and rejection of all Bids in which that Bidder has an interest.

15.3. In evaluating Bids, Buyer will consider whether or not Bids comply with prescribed requirements, and such alternatives, unit prices and other data, as may be requested in Bid Form or may be requested from Bidders prior to a Notice of Award.

15.4. Buyer may conduct such investigations as Buyer deems necessary to establish responsibility, qualifications, and financial ability of Bidder.

15.5. If Contract is to be awarded, Buyer will award Contract to Bidder whose Bid is in the best interest of Project.

16. CONTRACT SECURITY AND INSURANCE.

16.1. Article 4 of the General Conditions and Article 4 of Supplementary Conditions set forth Buyer's requirements as to furnishing a supply contract bond and insurance. When Successful Bidder delivers executed Agreement to Buyer, it must be accompanied by the required bond.

17. SIGNING OF AGREEMENT.

17.1. When Buyer issues a Notice of Award to Successful Bidder, it shall be accompanied by required number of unsigned counterparts of Agreement with the other Contract Documents that are to be identified in Agreement and attached thereto. Within 7 days thereafter, Successful Bidder shall sign and deliver required number of counterparts of Agreement and attached documents to Buyer. Within 10 days thereafter, Buyer shall deliver one fully signed counterpart to Successful Bidder with a complete set of Drawings with appropriate identification.

18. RETAINAGE.

18.1. Provisions concerning Seller's rights to deposit securities in lieu of retainage are set forth in Agreement.

END OF SECTION

NOTE TO BIDDER: Use ink for completing this Bid Form.

BID FORM

1. BID RECIPIENT.

1.1. This Bid is submitted to:

Buyer: City of Twin Falls

Address: 321 2nd Avenue East, Twin Falls, ID 83301

Project: Aeration Blower #4 Equipment Package

1.2. Undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in Bidding Documents to furnish Goods and Special Services as specified or indicated in Bidding Documents for the prices and within the times indicated in this Bid and in accordance with other terms and conditions of Bidding Documents.

2. BIDDER'S ACKNOWLEDGEMENTS.

2.1. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with disposition of Bid security. Bid will remain subject to acceptance for 60 days after Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

3. BIDDER'S REPRESENTATIONS.

3.1. In submitting this Bid, Bidder represents that:

3.1.1. Bidder has examined and carefully studied Bidding Documents, related data identified in Bidding Documents, and the following Addenda, receipt of all of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

3.1.2. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or furnishing of Goods and Special Services if required to do so by Bidding Documents, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

3.1.3. Bidder is familiar with and is satisfied as to Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and furnishing of Goods and Special Services.

3.1.4. Bidder has carefully studied and correlated information known to Bidder; information commonly known to Sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under Bidding Documents.

3.1.5. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in Bidding Documents, and written resolution thereof by Engineer is acceptable to Bidder.

3.1.6. Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services for which this Bid is submitted.

4. BIDDER'S CERTIFICATIONS

4.1. Bidder certifies that:

4.1.1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

4.1.2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

4.1.3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

4.1.4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.1.4:

4.1.4.1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

4.1.4.2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish Bid prices at artificial noncompetitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

4.1.4.3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish Bid prices at artificial, noncompetitive levels; and

4.1.4.4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

5. BASIS OF BID.

5.1. Lump Sum Price: Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the following price(s) which include all taxes:

LUMP SUM BID PRICE \$ _____

6. TIME OF COMPLETION.

6.1. Bidder agrees that furnishing of Goods and Special Services will conform to schedule set forth in Agreement.

6.2. Bidder accepts the provisions of the Agreement as to liquidated damages.

7. DEFINED TERMS.

7.1. Terms used in this Bid with initial capital letters have meanings stated in the Instructions to Bidders, General Conditions, and the Supplementary Conditions.

8. BID SUBMISSION.

8.1. This Bid submitted by:

An Individual

Name (*typed or printed*): _____

By (*signature*): _____

Doing Business As: _____

Business Address: _____

Phone No.: _____ Facsimile: _____

E-mail Address: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (*typed or printed*): _____

Business Address: _____

Phone No.: _____ Facsimile: _____

E-mail Address: _____

A Corporation

Corporation Name: _____

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name *(typed or printed)*: _____

Title: _____ (CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business Address: _____

Phone No.: _____ Facsimile: _____

E-mail Address: _____

A Limited Liability Company (LLC)

LLC Name: _____

State in Which Organized: _____

By: _____
(Signature – attach evidence of authority to sign)

Name *(typed or printed)*: _____

Title: _____

Business Address: _____

Phone No.: _____ Facsimile: _____

E-mail Address: _____

A Joint Venture

First Joint Venture Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name *(typed or printed)*: _____

Title: _____

Business Address: _____

Phone No.: _____ Facsimile: _____

E-mail Address: _____

Second Joint Venture Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name *(typed or printed)*: _____

Title: _____

Business Address: _____

Phone No.: _____ Facsimile: _____

E-mail Address: _____

END OF SECTION

AGREEMENT FORM

THIS AGREEMENT is between _____ (“Buyer”)

and _____ (“Seller”).

Buyer and Seller, hereby agree as follows:

1. GOODS AND SPECIAL SERVICES.

1.1. Seller shall furnish Goods and Special Services as specified or indicated in the Contract Documents. Goods and Special Services to be furnished are described in Section 01 11 19, Purchase Contracts.

2. THE PROJECT.

2.1. The Project for which Goods and Special Services may be the whole or only a part of is generally described as follows: One aeration blower package consisting of a multistage centrifugal blower, motor, control panel, inlet throttling valve and accessories for a complete system.

3. ENGINEER.

3.1. The Contract Documents for the Goods and Special Services have been prepared by CH2M HILL, Inc., which is to act as Buyer’s representative, assume all duties and responsibilities, and have rights and authority assigned to Engineer in the Contract Documents in connection with Seller’s furnishing of Goods and Special Services.

4. POINT OF DESTINATION.

4.1. The Point of Destination is designated as: Twin Falls Wastewater Treatment Plant, 350 Canyon Springs Road West, Twin Falls, Idaho, 83301.

5. CONTRACT TIMES.

5.1. Time of the Essence:

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

5.2. Milestones:

5.2.1. Date for Submittal of Shop Drawings and Samples: Seller shall submit Shop Drawings and Samples required by the Contract Documents to Buyer for Engineer's review and approval within 30 days after date when Contract Times commence to run as provided in Paragraph 2.04 of the General Conditions. It is the intent of the parties that:

5.2.1.1. Engineer conduct such review and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 14 days of Engineer's receipt of such Shop Drawings and Samples; and

5.2.1.2. Resubmittals be limited whenever possible. If more than one resubmittal is necessary for reasons not the fault and beyond the control of Seller, then Seller shall be entitled to seek appropriate relief under Paragraph 7.02.B of the General Conditions.

5.2.2. Date for Delivery of Goods: Deliver Goods to the Point of Destination and ready for Buyer's receipt of delivery on (or within a period of 15 days prior to) the 112th day after the date when the Contract Times commence to run as provided in Paragraph 2.04 of the General Conditions.

5.2.3. Days for Furnishing Special Services: The furnishing of Special Services to Buyer will commence within 10 days after Buyer's acknowledgement of receipt of delivery of Goods, and shall be completed within 15 days after successful installation.

5.3. Buyer's Final Inspection:

5.3.1. Buyer shall make its final inspection of the Goods pursuant to Paragraph 8.01.C of the General Conditions within 10 days after Buyer's acknowledgement of receipt of delivery of the Goods and Seller's completion of furnishing Special Services, if any. Date shall be adjusted equitably if Seller fails to deliver the Goods or furnish Special Services in compliance with the Milestones established in above paragraphs of this Agreement.

5.4. Liquidated Damages: Buyer and Seller recognize that Buyer will suffer financial loss if Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within times specified in Paragraph Date for Delivery of Goods herein, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize timely performance of services by others involved in the Project are materially dependent upon Seller's specific compliance with requirements specified in Date for Delivery of Goods. Further, they recognize the delays, expense, and difficulties involved in proving actual loss

suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$1,000 for each day that expires after the time specified in Paragraph Date for Delivery of Goods.

6. CONTRACT PRICE.

6.1. Buyer shall pay Seller for furnishing Goods and Special Services in accordance with the Contract Documents in current funds as follows:

6.1.1. A Lump Sum of \$ _____

7. PAYMENT PROCEDURES.

7.1. Submission and Processing of Payments: Seller shall submit Applications for Payment in accordance with Article 10 of the General Conditions. Applications for Payment will be processed by Engineer in accordance with the General Conditions.

7.2. Progress Payments: Buyer shall make progress payments on account of Contract Price on the basis of Seller's Application for Payment as follows:

7.2.1. Upon receipt of first Application for Payment submitted in accordance with Paragraph 10.01.A.1 of the General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.02.A of the General Conditions, an amount equal to 15 percent of the Contract Price, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.

7.2.2. Upon receipt of second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.01.A.2 of the General Conditions, an amount sufficient to increase total payments to Seller to 90 percent of the Contract Price, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.

7.3. Final Payment: Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment Buyer shall pay Seller amount recommended by Engineer less sum Buyer is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

8. SELLER'S REPRESENTATIONS.

8.1. In order to induce Buyer to enter into this Agreement, Seller makes the following representations:

8.1.1. Seller has examined and carefully studied the Contract Documents and other related data identified in Bidding Documents, as applicable to Seller's obligations to furnish Goods and Special Services.

8.1.2. If required by Bidding Documents to visit Point of Destination and site where the Goods are to be installed or Special Services will be provided, or if in Seller's judgment, any local condition may affect cost, progress or furnishing of Goods and Special Services, Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to observable local conditions that may affect cost, progress, or furnishing of Goods and Special Services.

8.1.3. Seller is familiar with and is satisfied as to Laws and Regulations that may affect cost, progress, and furnishing of Goods and Special Services.

8.1.4. Seller has carefully studied, considered, and correlated information known to Seller; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Seller's visits, if any, to the Point of Destination and site where the Goods are to be installed or Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Contract Documents.

8.1.5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and written resolution thereof by Engineer is acceptable to Seller.

8.1.6. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

9. CONTRACT DOCUMENTS.

9.1. Contents: The Contract Documents consist of the following:

- 9.1.1. This Agreement (pages 1 to 8, inclusive);
- 9.1.2. Supply Contract Bond (pages 1 to 4, inclusive);
- 9.1.3. General Conditions (pages 1 to 21, inclusive);
- 9.1.4. Supplementary Conditions (pages 1 to 7, inclusive);
- 9.1.5. Specifications as listed in Table of Contents of the Project Manual dated _____;
- 9.1.6. Addenda (Numbers ____ to ____, inclusive);
- 9.1.7. Exhibits to this Agreement (enumerated as follows):
 - 9.1.7.1. Seller's Bid solely as to prices set forth therein (pages _____ to _____, inclusive);
- 9.1.8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - 9.1.8.1. Notice to Proceed (pages ____ to ____, inclusive);
 - 9.1.8.2. Change Order(s);
 - 9.1.8.3. Work Change Directive(s);

9.2. The documents listed in above are attached to this Agreement (except as expressly noted otherwise above).

9.3. There are no Contract Documents other than those listed above in this Article.

9.4. The Contract Documents may only be amended, or supplemented as provided in Paragraph 3.04 of the General Conditions.

10. MISCELLANEOUS.

10.1. Defined Terms: Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

- 10.1.1. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically but without

limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge assignor from any duty or responsibility under the Contract Documents.

10.2. Successors and Assigns: Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.3. Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.4. Seller's Certifications: Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this paragraph:

10.4.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

10.4.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Buyer, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

10.4.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

10.4.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.5. Limitations:

10.5.1. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Contract. Upon assignment the terms of this paragraph shall be binding upon the assignee with respect to Seller and Buyer. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.

10.5.2. Upon assignment the terms of this paragraph shall be binding upon both the Buyer and assignee with respect to Seller's liability, and upon Seller with respect to both Buyer's and assignee's liabilities. The terms of this mutual limitation do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification with respect to third-party claims, losses, and damages; (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.

WORK PACKAGE C
BLOWER PROCUREMENT PACKAGE

CITY OF TWIN FALLS, ID

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement. Counterparts have been delivered to Buyer and Seller. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement). *(date)*

Buyer: _____

Seller: _____

By: _____
(Corporate Seal)

By: _____
(Corporate Seal)

Attest: _____

Attest: _____

Address for giving notice:

Address for giving notice:

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

Agent for service of process:

Designated Representative:

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

Name: _____

Designated Representative:

Title: _____

Name: _____

Address: _____

Title: _____

Phone: _____

Address: _____

Facsimile: _____

Phone: _____

Facsimile: _____

END OF SECTION

**SECTION 00 61 14.13
SUPPLY CONTRACT BOND**

Any singular reference to Seller, surety, Buyer or other party shall be considered plural where applicable.

SELLER
(Name and Address):

SURETY
(Name and Address of Principal Place of Business):

BUYER (Name and Address):

BOND

Amount: _____

Date: _____

CONTRACT

Date: _____

Amount: _____

Description (Name and Location): _____

Modifications to this Bond Form: _____

Surety and Seller, intending to be legally bound hereby, subject to the terms printed on the last page hereof, do each cause this Supply Contract Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

SELLER AS PRINCIPAL

SURETY

Company Name and Corporate Seal

Company Name and Corporate Seal

Signature

Signature

Name and Title

Name and Title (Attach Power of Attorney)

Address

Telephone

**WORK PACKAGE C
BLOWER PROCUREMENT PACKAGE**

CITY OF TWIN FALLS, ID

(Space is provided below for signatures of additional parties, if required.)

SELLER AS PRINCIPAL

SURETY

Company Name and Corporate Seal

Company Name and Corporate Seal

Signature

Signature

Name and Title

Name and Title (Attach Power of Attorney)

Address

Telephone

1. Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Buyer for the performance of the Contract, which is incorporated herein by reference. For purposes of this bond, Buyer means Buyer's assigns if, and when Buyer has assigned the Contract.

2. If Seller performs the Contract, Surety and Seller have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no Buyer Default, Surety's obligation under this Bond shall arise after:

3.1. Buyer has notified Seller and Surety pursuant to paragraph 10 that Buyer is considering declaring a Seller Default and has requested and attempted to arrange a conference with Seller and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. (If Buyer, Seller and Surety agree, Seller shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Buyer's right, if any, to subsequently declare a Seller Default); and

3.2. Buyer has declared a Seller Default and formally terminated Seller's right to complete the Contract. Such Seller Default shall not be declared earlier than 20 days after Seller and Surety have received notice as provided in paragraph 3.1; and

3.3. Buyer has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another seller selected pursuant to paragraph 4.3 to perform the Contract.

4. When Buyer has satisfied the conditions of paragraph 3, Surety shall promptly, and at Surety's expense, take one of the following actions:

4.1. Arrange for Seller, with consent of Buyer, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified sellers acceptable to Buyer for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Buyer and Seller selected with Buyer's concurrence, to be secured with a supply bond executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to Buyer the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by Buyer resulting from Seller Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new seller, and with reasonable promptness under the circumstances, either:

1. determine the amount for which it may be liable to Buyer and, as soon as practicable after the amount is determined, tender payment therefor to Buyer; or
2. deny liability in whole or in part and notify Buyer citing reasons therefor.

5. If Surety does not proceed as provided in paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Buyer to Surety demanding that Surety perform its obligations under this Bond, and Buyer shall be entitled to enforce any remedy available to Buyer. If Surety proceeds as provided in paragraph 4.4, and Buyer refuses the payment tendered or Surety has denied liability, in whole

or in part, without further notice Buyer shall be entitled to enforce any remedy available to Buyer.

6. After Buyer has terminated Seller's right to complete the Contract, and if Surety elects to act under paragraph 4.1, 4.2, or 4.3, then the responsibilities of Surety to Buyer shall not be greater than those of Seller under the Contract, and the responsibilities of Buyer to Surety shall not be greater than those of Buyer under the Contract. To a limit of the amount of this Bond, but subject to commitment by Buyer of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Seller for correction or replacement of defective Goods and Special Services and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from Seller's Default, and resulting from the actions or failure to act of Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Seller.

7. Surety shall not be liable to Buyer or others for obligations of Seller that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Buyer or its heirs, executors, administrators, successors, or assigns.

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

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

10. Notice to Surety, Buyer or Seller shall be mailed or delivered to the address shown on the signature page.

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

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by Buyer to Seller under the Contract after all proper adjustments have been made, including allowance to Seller of any amounts received or to be received by Buyer in settlement of insurance or other Claims for damages to which Seller is entitled, reduced by all valid and proper payments made to or on behalf of Seller under the Contract.

12.2. Contract: The agreement between Buyer and Seller identified on the signature page, including all Contract Documents and changes thereto.

12.3. Seller Default: Failure of Seller, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

WORK PACKAGE C
BLOWER PROCUREMENT PACKAGE

CITY OF TWIN FALLS, ID

12.4. Buyer Default: Failure of Buyer, which has neither been remedied nor waived, to pay Seller as required by the Contract or to perform and complete or comply with the other terms thereof.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS

Prepared by



and

Issued and Published Jointly by



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AMERICAN SOCIETY OF CIVIL ENGINEERS

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

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STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Whenever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
2. *Agreement*—The written instrument signed by both Buyer and Seller covering the Goods and Special Services and which lists the Contract Documents in existence on the Effective Date of the Agreement.
3. *Application for Payment*—The form acceptable to Buyer which is used by Seller in requesting progress and final payments and which is accompanied by such supporting documentation as is required by the Contract Documents.
4. *Bid*— The offer or proposal of a Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.
5. *Bidder*—The individual or entity that submits a Bid directly to Buyer.
6. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and Bid Form with any supplements.
8. *Buyer*—The individual or entity purchasing the Goods and Special Services.
9. *Change Order*—A document which is signed by Seller and Buyer and authorizes an addition, deletion, or revision to the Contract Documents or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement. Change Orders may be the result of mutual agreement by Buyer and Seller, or of resolution of a Claim.
10. *Claim*—A demand or assertion by Buyer or Seller seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
11. *Contract*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. *Contract Documents*—Those items so designated in the Agreement. Shop Drawings and other Seller submittals are not Contract Documents, even if accepted, reviewed, or approved by Engineer or Buyer.
13. *Contract Price*—The moneys payable by Buyer to Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as stated in the Agreement.
14. *Contract Times*—The times stated in the Agreement by which the Goods must be delivered and Special Services must be furnished.
15. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by

Seller. Shop Drawings and other Seller submittals are not Drawings as so defined.

16. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
17. *Engineer*—The individual or entity designated as such in the Agreement.
18. *Field Order*—A written order issued by Engineer which requires minor changes in the Goods or Special Services but which does not involve a change in the Contract Price or Contract Times.
19. *General Requirements*—Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
20. *Goods*—The tangible and movable personal property that is described in the Contract Documents, regardless of whether the property is to be later attached to realty.
21. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and Special Services, if any, as defined herein. This term refers to both the Goods and the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to the Contract Times.
24. *Notice of Award*—The written notice by Buyer to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Buyer will sign and deliver the Agreement.
25. *Notice to Proceed*—A written notice given by Buyer to Seller fixing the date on which the Contract Times commence to run and on which Seller shall start to perform under the Contract.
26. *Point of Destination*—The specific address of the location where delivery of the Goods shall be made, as stated in the Agreement.
27. *Project*—The total undertaking of which the Goods and Special Services may be the whole, or only a part.
28. *Project Manual*—The documentary information prepared for bidding and furnishing the Goods and Special Services. A listing of the contents of the Project Manual is contained in its table of contents.
29. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.
30. *Seller*—The individual or entity furnishing the Goods and Special Services.
31. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods and Special Services.
32. *Special Services*—Services associated with the Goods to be furnished by Seller as required by the Contract Documents.
33. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods and Special Services, and certain

administrative requirements and procedural matters applicable thereto.

34. *Successful Bidder*—The Bidder submitting a responsive Bid, to whom Buyer makes an award.
35. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
36. *Work Change Directive*—A written statement to Seller issued on or after the Effective Date of the Agreement and signed by Buyer ordering an addition, deletion, or other revision in the Contract Documents with respect to the Goods and Special Services. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraphs 1.02.B and 1.02.C are not defined, but have the indicated meanings when used in the Bidding Requirements or Contract Documents.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Goods and Special Services. It is intended that such exercise of professional judgment, action, or determination will be commercially reasonable and will be solely to evaluate, in general, the Goods and Special Services for compliance with the requirements of and information in the Contract Documents and conformance

with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing of Goods or Special Services or any duty or authority to undertake responsibility contrary to any other provision of the Contract Documents.

2. The word “non-conforming” when modifying the words “Goods and Special Services,” “Goods,” or “Special Services,” refers to Goods and Special Services that fail to conform to the Contract Documents.
3. The word “receipt” when referring to the Goods, shall mean the physical taking and possession by the Buyer under the conditions specified in Paragraph 8.01.B.3.
4. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
5. The word “furnish,” when used in connection with the Goods and Special Services shall mean to supply and deliver said Goods to the Point of Destination (or some other specified location) and to perform said Special Services fully, all in accordance with the Contract Documents.

C. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

- A. When Seller delivers the executed counterparts of the Agreement to Buyer, Seller also shall deliver such bonds as Seller may be required to furnish.

2.02 *Evidence of Insurance*

- A. When Seller delivers the executed counterparts of the Agreement to Buyer, Seller shall deliver to

Buyer, with copies to each additional insured identified by name in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Seller is required to purchase and maintain in accordance with Article 4.

2.03 *Copies of Documents*

- A. Buyer shall furnish Seller up to five printed or hard copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.04 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.05 *Designated Representatives*

- A. Buyer and Seller shall each designate its representative at the time the Agreement is signed. Each representative shall have full authority to act on behalf of and make binding decisions in any matter arising out of or relating to the Contract.

2.06 *Progress Schedule*

- A. Within 15 days after the Contract Times start to run, Seller shall submit to Buyer and Engineer an acceptable progress schedule of activities, including at a minimum, Shop Drawing and Sample submittals, tests, and deliveries as required by the Contract Documents. No progress payment will be made to Seller until an acceptable schedule is submitted to Buyer and Engineer.
- B. The progress schedule will be acceptable to Buyer and Engineer if it provides an orderly progression of the submittals, tests, and deliveries to completion within the specified Milestones and the Contract Times. Such acceptance will not impose on Buyer or Engineer responsibility for the progress schedule, for sequencing, scheduling, or

progress of the work nor interfere with or relieve Seller from Seller's full responsibility therefor. Such acceptance shall not be deemed to acknowledge the reasonableness and attainability of the schedule.

2.07 *Preliminary Conference*

- A. Within 20 days after the Contract Times start to run, a conference attended by Seller, Buyer, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedule referred to in Paragraph 2.06.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.08 *Safety*

- A. Buyer and Seller shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss. When Seller's personnel, or the personnel of any subcontractor to Seller, are present at the Point of Destination or any work area or site controlled by Buyer, the Seller shall be responsible for the compliance by such personnel with any applicable requirements of Buyer's safety programs that are made known to Seller.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT AND AMENDING

3.01 *Intent*

- A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce or furnish the indicated Goods and Special Services will be provided, whether or not specifically called for, at no additional cost to Buyer.
- C. Clarifications and interpretations of, or notifications of minor variations and deviations in, the Contract Documents, will be issued by Engineer as provided in Article 9.

3.02 *Standards, Specifications, Codes, Laws and Regulations*

- A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- B. No provision of any such standard, specification, manual or code, or any instruction of a supplier shall be effective to change the duties or responsibilities of Buyer or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to Buyer or Engineer, or any of their consultants, agents, or employees any duty or authority to supervise or direct the performance of Seller's obligations or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

- 1. *Seller's Review of Contract Documents Before the Performance of the Contract:* Before performance of the Contract, Seller shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Seller shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Seller discovers or has actual knowledge of and shall obtain a written interpretation or clarification from Engineer before proceeding with the furnishing of any Goods and Special Services affected thereby.
- 2. *Seller's Review of Contract Documents During the Performance of the Contract:* If, during the performance of the Contract, Seller discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the

Contract Documents and any provision of any Law or Regulation applicable to the performance of the Contract, any standard, specification, manual or code, or of any instruction of any Supplier, Seller shall promptly report it to Engineer in writing. Seller shall not proceed with the furnishing of the Goods and Special Services affected thereby until an amendment to or clarification of the Contract Documents has been issued.

- 3. Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Seller had actual knowledge thereof.

- B. *Resolving Discrepancies:* 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, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
- 2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Clarifying Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions to the Goods and Special Services or to modify contractual terms and conditions by a Change Order.
- B. Buyer may issue a Work Change Directive providing for additions, deletions, or revisions to the Goods and Special Services, in which case (1) the Contract Price shall be equitably adjusted to account for any reasonable and necessary credits to Buyer for any such deletion, or for costs (including reasonable overhead and profit) incurred by Seller to accommodate such an addition or revision and (2) the Contract Times shall be equitably adjusted to account for any impact on progress and

completion of performance. Such adjustments subsequently shall be duly set forth in a Change Order.

- C. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Goods and Special Services may be authorized, by one or more of the following ways:
1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 5.06.D.3); or
 3. Engineer's written interpretation or clarification.

ARTICLE 4 - BONDS AND INSURANCE

4.01 *Bonds*

- A. Seller shall furnish to Buyer performance and payment bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Seller's obligations under the Contract Documents. These bonds shall remain in effect until 1) one year after the date when final payment becomes due or 2) completion of the correction period specified in Paragraph 8.03, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Seller shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Seller is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any

part of the Project is located or it ceases to meet the requirements of Paragraph 4.01.B, Seller shall promptly notify Buyer and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 4.01.B and 4.02.

4.02 *Insurance*

- A. Seller shall provide insurance of the types and coverages and in the amounts stipulated in the Supplementary Conditions.
- B. Failure of Buyer to demand certificates of insurance or other evidence of Seller's full compliance with these insurance requirements or failure of Buyer to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Seller's obligation to maintain such insurance.
- C. Upon assignment of this Contract, Seller shall comply with the written request of assignee to provide certificates of insurance to assignee.
- D. Buyer does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Seller.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Seller's liability under the indemnities granted to Buyer in the Contract Documents.

4.03 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Buyer or Seller shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

ARTICLE 5 - SELLER'S RESPONSIBILITIES

5.01 *Supervision and Superintendence*

- A. Seller shall supervise, inspect, and direct the furnishing of the Goods and Special Services competently and efficiently, devoting such attention thereto and applying such skills and

expertise as may be necessary to perform its obligations in accordance with the Contract Documents. Seller shall be solely responsible for the means, methods, techniques, sequences, and procedures necessary to perform its obligations in accordance with the Contract Documents. Seller shall not be responsible for the negligence of Buyer or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure that is shown or indicated in and expressly required by the Contract Documents.

5.02 *Labor, Materials and Equipment*

- A. Seller shall provide competent, qualified and trained personnel in all aspects of its performance of the Contract.
- B. All Goods, and all equipment and material incorporated into the Goods, shall be as specified, and unless specified otherwise in the Contract Documents, shall be:
 - 1. new, and of good quality;
 - 2. protected, assembled, connected, cleaned, and conditioned in accordance with the original manufacturer's instructions; and
 - 3. shop assembled to the greatest extent practicable.

5.03 *Laws and Regulations*

- A. Seller shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of its obligations in accordance with the Contract Documents. Except where otherwise expressly required by such Laws and Regulations, neither Buyer nor Engineer shall be responsible for monitoring Seller's compliance with any Laws or Regulations.
- B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such performance. It shall not be Seller's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this provision shall

not relieve Seller of Seller's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance shall be the subject of an adjustment in Contract Price or Contract Times. If Buyer and Seller are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 9.06.

5.04 *Or Equals*

- A. Whenever the Goods, or an item of material or equipment to be incorporated into the Goods, are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier or manufacturer, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item is permitted, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to Buyer for Engineer's review.
 - 1. If in Engineer's sole discretion, such an item of material or equipment proposed by Seller is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or-equal" item.
 - 2. For the purposes of this paragraph, a proposed item of material or equipment may be considered functionally equal to an item so named only if:
 - a. in the exercise of reasonable judgment, Engineer determines that:
 - 1) it is at least equal in quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has an acceptable record of performance and availability of responsive service; and

- b. Seller certifies that if approved: 1) there will be no increase in any cost, including capital, installation or operating costs, to Buyer; and 2) the proposed item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraph 5.04.A. Engineer will be the sole judge of whether to accept or reject such a proposal or submittal. No "or-equal" will be ordered, manufactured or utilized until Engineer's review is complete, which will be evidenced by an approved Shop Drawing. Engineer will advise Buyer and Seller in writing of any negative determination. Notwithstanding Engineer's approval of an "or-equal" item, Seller shall remain obligated to comply with the requirements of the Contract Documents.

C. *Special Guarantee:* Buyer may require Seller to furnish at Seller's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."

D. *Data:* Seller shall provide all data in support of any such proposed "or-equal" at Seller's expense.

5.05 *Taxes*

A. Seller shall be responsible for all taxes and duties arising out of the sale of the Goods and the furnishing of Special Services. All taxes are included in the Contract Price, except as noted in the Supplementary Conditions.

5.06 *Shop Drawings and Samples*

A. Seller shall submit Shop Drawings and Samples to Buyer for Engineer's review and approval in accordance with the schedule required in Paragraph 2.06.A. All submittals will be identified as required and furnished in the number of copies specified in the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to provide.

B. Where a Shop Drawing or Sample is required by the Contract Documents, any related work performed prior to Engineer's approval of the

pertinent submittal will be at the sole expense and responsibility of Seller.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Seller shall have determined and verified:

a. all field measurements (if required), quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto; and

b. that all materials are suitable with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the furnishing of Goods and Special Services.

2. Seller shall also have reviewed and coordinated each Shop Drawing or Sample with the Contract Documents.

3. Each submittal shall bear a stamp or include a written certification from Seller that Seller has reviewed the subject submittal and confirmed that it is in compliance with the requirements of the Contract Documents. Both Buyer and Engineer shall be entitled to rely on such certification from Seller.

4. With each submittal, Seller shall give Buyer and Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both in a written communication separate from the submittal and by specific notation on each Shop Drawing or Sample.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples.

2. Engineer's review and approval will be only to determine if the Goods and Special Services covered by the submittals will, after installation or incorporation in the Project, conform to the information given

in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole.

3. Engineer's review and approval shall not relieve Seller from responsibility for any variation from the requirements of the Contract Documents unless Seller has complied with the requirements of Paragraph 5.06.C.4 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Seller from responsibility for complying with the requirements of Paragraph 5.06.C.1.

E. *Resubmittal Procedures:*

1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Seller shall direct specific attention in writing to any revisions other than the corrections called for by Engineer on previous submittals.

5.07 *Continuing Performance*

- A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.06.A., and the Goods shall be delivered and the Special Services furnished within the Contract Times specified in the Agreement.
- B. Seller shall carry on furnishing of the Goods and Special Services and adhere to the progress schedule during all disputes or disagreements with Buyer. No furnishing of Goods and Special Services shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraphs 11.03 or 11.04, or as Buyer and Seller may otherwise agree in writing.

5.08 *Seller's Warranties and Guarantees*

- A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed shall be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance. Seller shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed.

- B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Contract Documents, and with the standards established by any Samples approved by Engineer. Engineer shall be entitled to rely on Seller's warranty and guarantee. If the Contract Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods shall comply with the requirements of Paragraph 5.02.B.

- C. Seller's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller; or
2. corrosion or chemical attack, unless corrosive or chemically-damaging conditions were disclosed by Buyer in the Contract Documents and the Contract Documents required the Goods to withstand such conditions;
3. use in a manner contrary to Seller's written instructions for installation, operation, and maintenance; or
4. normal wear and tear under normal usage.

- D. Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Goods and Special Services that are non-conforming, or a release of Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents:

1. observations by Buyer or Engineer;
2. recommendation by Engineer or payment by Buyer of any progress or final payment;
3. use of the Goods by Buyer;
4. any acceptance by Buyer (subject to the provisions of Paragraph 8.02.D.1) or any failure to do so;
5. the issuance of a notice of acceptance by Buyer pursuant to the provisions of Article 8;

- 6. any inspection, test or approval by others; or
- 7. any correction of non-conforming Goods and Special Services by Buyer.

- E. Buyer shall promptly notify Seller of any breach of Seller's warranties or guarantees.
- F. Seller makes no implied warranties under this Contract.

5.09 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer and Engineer, and the officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of Seller's obligations under the Contract Documents, provided that any such claim, cost, loss, or damages attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods themselves), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Seller, or any individual or entity directly or indirectly employed by Seller or anyone for whose acts Seller may be liable.
- B. In any and all claims against Buyer or Engineer or any of their respective assignees, consultants, agents, officers, directors, members, partners, employees, agents, consultants, contractors, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 5.09.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for seller or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Seller under Paragraph 5.09.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants arising out of:

- 1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
- 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

5.10 *Delegation of Professional Design Services*

- A. Seller will not be required to provide professional design services unless such services are specifically required by the Contract Documents or unless such services are required to carry out Seller's responsibilities for furnishing the Goods and Special Services. Seller shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to the Goods and Special Services are specifically required of Seller by the Contract Documents, Buyer and Engineer will specify all performance and design criteria that such services must satisfy. Seller shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Goods and Special Services designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Buyer and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Buyer and Engineer have specified to Seller all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 5.10, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept

expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 5.06.D.2.

- E. Seller shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 6 - SHIPPING AND DELIVERY

6.01 *Shipping*

- A. Seller shall select the carrier and bear all costs of packaging, transportation, insurance, special handling and any other costs associated with shipment and delivery.

6.02 *Delivery*

- A. Seller shall deliver the Goods F.O.B. the Point of Destination in accordance with the Contract Times set forth in the Agreement, or other date agreed to by Buyer and Seller.
- B. Seller shall provide written notice to Buyer at least 10 days before shipment of the manner of shipment and the anticipated delivery date. The notice shall also include any instructions concerning special equipment or services required at the Point of Destination to unload and care for the Goods. Seller shall also require the carrier to give Buyer at least 24 hours notice by telephone prior to the anticipated time of delivery.
- C. Buyer will be responsible and bear all costs for unloading the Goods from carrier.
- D. Buyer will assure that adequate facilities are available to receive delivery of the Goods during the Contract Times for delivery set forth in the Agreement, or another date agreed by Buyer and Seller.
- E. No partial deliveries shall be allowed, unless permitted or required by the Contract Documents or agreed to in writing by Buyer.

6.03 *Risk of Loss*

- A. Risk of loss and insurable interests transfer from Seller to Buyer upon Buyer's receipt of the Goods.
- B. Notwithstanding the provisions of Paragraph 6.03.A, if Buyer rejects the Goods as non-

conforming, the risk of loss on such Goods shall remain with Seller until Seller corrects the non-conformity or Buyer accepts the Goods. If rejected Goods remain at the Point of Destination pending modification and acceptance, then Seller shall be responsible for arranging adequate protection and maintenance of the Goods at Seller's expense.

6.04 *Progress Schedule*

- A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.06 as it may be adjusted from time to time as provided below.
 1. Seller shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.06) proposed adjustments in the progress schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the progress schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 7. Adjustments in Contract Times may only be made by a Change Order.

ARTICLE 7 - CHANGES: SCHEDULE AND DELAY

7.01 *Changes in the Goods and Special Services*

- A. Buyer may at any time, without notice to any surety, make an addition, deletion, or other revision to the Contract Documents with respect to the Goods and Services, within the general scope of the Contract, by a Change Order or Work Change Directive. Upon receipt of any such document, Seller shall promptly proceed with performance pursuant to the revised Contract Documents (except as otherwise specifically provided).
- B. If Seller concludes that a Work Change Directive issued by Buyer affects the Contract Price or Contract Times, then Seller shall notify Buyer within 15 days after Seller has received the Work Change Directive, and submit written supporting data to Buyer within 45 days after such receipt. If Seller fails to notify Buyer within 15 days, Seller waives any Claim for such adjustment. If Buyer and Seller are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that

should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 9.06.

- C. Seller shall not suspend performance while Buyer and Seller are in the process of making such changes and any related adjustments to Contract Price or Contract Times.

7.02 *Changing Contract Price or Contract Times*

- A. The Contract Price or Contract Times may only be changed by a Change Order.
- B. Any Claim for an adjustment in the Contract Price or Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 9.06.
- C. If Seller is prevented from delivering the Goods or performing the Special Services within the Contract Times for any unforeseen reason beyond its control and not attributable to its actions or inactions, then Seller shall be entitled to an adjustment of the Contract Times to the extent attributable to such reason. Such reasons include but are not limited to acts or neglect by Buyer, inspection delays, fires, floods, epidemics, abnormal weather conditions, acts of God, and other like matters. If such an event occurs and delays Seller's performance, Seller shall notify Buyer in writing within 15 days of knowing or having reason to know of the beginning of the event causing the delay, stating the reason therefor.
- D. Seller shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Seller. Delays attributable to and within the control of Seller's subcontractors or suppliers shall be deemed to be delays within the control of Seller.
- E. If Seller is prevented from delivering the Goods or furnishing the Special Services within the Contract Times due to the actions or inactions of Buyer, Seller shall be entitled to any reasonable and necessary additional costs arising out of such delay to the extent directly attributable to Buyer.
- F. Neither Buyer nor Seller shall be entitled to any damages arising from delays which are beyond the control of both Buyer and Seller, including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, and other like matters.

ARTICLE 8 - BUYER'S RIGHTS

8.01 *Inspections and Testing*

A. *General:*

1. The Contract Documents specify required inspections and tests. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.
2. Seller shall reimburse Buyer for all expenses, except for travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, for inspections and tests specified in the Contract Documents. If as the result of any such specified testing the Goods are determined to be non-conforming, then Seller shall also bear the travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, and all expenses of re-inspection or retesting.
3. Buyer shall bear all expenses of inspections and tests that are not specified in the Contract Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 8.01.A.2 immediately above); provided, however, that if as the result of any such non-specified inspections or testing the Goods are determined to be non-conforming, then Seller shall bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.
4. Seller shall provide Buyer timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Contract Documents specify are to be observed by Buyer prior to shipment.
5. Buyer will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination.
6. If, on the basis of any inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt

notice thereof. If on the basis of said inspections or testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 8.02.

7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections shall constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Contract.

B. Inspection on Delivery:

1. Buyer or Engineer will visually inspect the Goods upon delivery solely for purposes of identifying the Goods and general verification of quantities and observation of apparent condition in order to provide a basis for a progress payment. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.
2. Within ten days of such visual inspection, Buyer shall provide Seller with written notice of Buyer's determination regarding conformity of the Goods. In the event Buyer does not provide such notice, it will be presumed that the Goods appear to be conforming and that Buyer has acknowledged their receipt upon delivery.
3. If, on the basis of the visual inspection specified in Paragraph 8.01.B.1, the Goods appear to be conforming, Buyer's notice thereof to Seller will acknowledge receipt of the Goods.

C. Final Inspection:

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as indicated, Buyer or Engineer will make a final inspection.
2. If, on the basis of the final inspection, the Goods are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods.

3. If, on the basis of the final inspection, the Goods are non-conforming, Buyer will identify the non-conformity in writing.

8.02 *Non-Conforming Goods and Special Services*

- A. If, on the basis of inspections and testing prior to delivery, the Goods and Special Services are found to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 8.03, Buyer determines that the Goods and Special Services are non-conforming, then Seller shall promptly, without cost to Buyer and in response to written instructions from Buyer, either correct such non-conforming Goods and Special Services, or, if Goods are rejected by Buyer, remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.

B. Buyer's Rejection of Non-Conforming Goods:

1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Buyer, Seller shall promptly, and within the Contract Times, remove and replace the rejected Goods.
2. Seller shall bear all costs, losses and damages attributable to the removal and replacement of the non-conforming Goods as provided in Paragraph 8.02.E.
3. Upon rejection of the Goods, Buyer retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.

C. Remedying Non-Conforming Goods and Special Services:

1. If Buyer elects to permit the Seller to modify the Goods to correct the non-conformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.
2. If Buyer notifies Seller in writing that any of the Special Services are non-conforming, Seller shall promptly provide conforming services acceptable to Buyer.

If Seller fails to do so, Buyer may delete the Special Services and reduce the Contract Price a commensurate amount.

by Laws or Regulations or by the terms of any specific provisions of the Contract Documents.

ARTICLE 9 - ROLE OF ENGINEER

D. Buyer's Acceptance of Non-Conforming Goods:

Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment, Buyer may accept the non-conforming Goods. Seller shall bear all reasonable costs, losses, and damages attributable to Buyer's evaluation of and determination to accept such non-conforming Goods as provided in Paragraph 8.02.E.

- E. Seller shall pay all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods and Special Services. Seller's obligations shall include the costs of the correction or removal and replacement of the non-conforming Goods and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, and obtaining conforming Special Services from others.

F. Buyer's Rejection of Conforming Goods:

If Buyer asserts that Goods and Special Services are non-conforming and such Goods and Special Services are determined to be conforming, or if Buyer rejects as non-conforming Goods and Special Services that are later determined to be conforming, then Seller shall be entitled to reimbursement from Buyer of costs incurred by Seller in inspecting, testing, correcting, removing, or replacing the conforming Goods and Special Services, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Goods and Special Services.

8.03 Correction Period

- A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after the earlier of the date on which Buyer has placed the Goods in continuous service or the date of final payment, or for such longer period of time as may be prescribed

9.01 Duties and Responsibilities

- A. The duties and responsibilities and the limitations of authority of Engineer are set forth in the Contract Documents.

9.02 Clarifications and Interpretations

- A. Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Such written clarifications and interpretations will be binding on Buyer and Seller. If either Buyer or Seller believes that a written clarification or interpretation justifies an adjustment in the Contract Price or Contract Times, either may make a Claim therefor.

9.03 Authorized Variations

- A. Engineer may authorize minor deviations or variations in the Contract Documents by: 1) written approval of specific variations set forth in Shop Drawings when Seller has duly noted such variations as required in Paragraph 5.06.C.4, or 2) a Field Order.

9.04 Rejecting Non-Conforming Goods and Special Services

- A. Engineer will have the authority to disapprove or reject Goods and Special Services that Engineer believes to be non-conforming. Engineer will also have authority to require special inspection or testing of the Goods or Special Services as provided in Paragraph 8.01 whether or not the Goods are fabricated or installed, or the Special Services are completed.

9.05 Decisions on Requirements of Contract Documents

- A. Engineer will be the initial interpreter of the Contract Documents and judge of the acceptability of the Goods and Special Services. Claims, disputes and other matters relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to Seller's performance will be referred initially to Engineer

in writing with a request for a formal decision in accordance with this paragraph.

- B. When functioning as interpreter and judge under this Paragraph 9.05, Engineer will not show partiality to Buyer or Seller and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant to this Paragraph 9.05 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 10.07) will be a condition precedent to any exercise by Buyer or Seller of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.06 *Claims and Disputes*

- A. *Notice:* Written notice of each Claim relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to either party's performance shall be delivered by the claimant to Engineer and the other party to the Agreement within 15 days after the occurrence of the event giving rise thereto, and written supporting data shall be submitted to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data.
- B. *Engineer's Decision:* Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- C. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 9.06.B., Engineer shall be deemed to have issued a decision denying the Claim in its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- D. Engineer's written decision on such Claim or a decision denying the Claim in its entirety that is deemed to have been issued pursuant to Paragraph 9.06.C, will be final and binding upon Buyer and Seller 30 days after it is issued unless within 30 days of issuance Buyer or Seller appeals Engineer's decision by initiating the mediation of

such Claim in accordance with the dispute resolution procedures set forth in Article 13.

- E. If Article 13 has been amended to delete the mediation requirement, then Buyer or Seller may appeal Engineer's decision within 30 days of issuance by following the alternative dispute resolution process set forth in Article 13, as amended; or if no such alternative dispute resolution process has been set forth, Buyer or Seller may appeal Engineer's decision by 1) delivering to the other party within 30 days of the date of such decision a written notice of intent to submit the Claim to a court of competent jurisdiction, and 2) within 60 days after the date of such decision instituting a formal proceeding in a court of competent jurisdiction.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 9.06.
- G. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the time periods established in this Paragraph 9.06; if so, a written record of such mutual agreement should be made and jointly executed.

ARTICLE 10 - PAYMENT

10.01 *Applications for Progress Payments*

- A. Seller shall submit to Buyer for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Contract Documents and also as Buyer or Engineer may reasonably require. The timing and amounts of progress payments shall be as stipulated in the Agreement.
 1. The first application for Payment will be submitted after review and approval by Engineer of all Shop Drawings and of all Samples required by the Contract Documents.
 2. The second Application for Payment will be submitted after receipt of the Goods has been acknowledged in accordance with Paragraph 8.01.B and will be accompanied by a bill of sale, invoice, or

other documentation reasonably satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that, upon payment, the Goods will be free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights. In the case of multiple deliveries of Goods, additional Applications for Payment accompanied by the required documentation will be submitted as Buyer acknowledges receipt of additional items of the Goods.

10.02 *Review of Applications for Progress Payments*

- A. Engineer will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Seller may make the necessary corrections and resubmit the Application.
1. Engineer's recommendation of payment requested in the first Application for Payment will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data, that the Shop Drawings and Samples have been reviewed and approved as required by the Contract Documents and Seller is entitled to payment of the amount recommended.
 2. Engineer's recommendation of payment requested in the Application for Payment submitted upon Buyer's acknowledgment of receipt of the Goods will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data Seller is entitled to payment of the amount recommended. Such recommendation will not constitute a representation that Engineer has made a final inspection of the Goods, that the Goods are free from non-conformities, acceptable or in conformance with the Contract Documents, that Engineer has made any investigation as to Buyer's title to the Goods, that exhaustive or continuous inspections have been made to check the quality or the quantity of the Goods beyond the responsibilities specifically

assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle Seller to additional payments by Buyer or Buyer to withhold payment to Seller.

3. Engineer may refuse to recommend that all or any part of a progress payment be made, or Engineer may nullify all or any part of any payment previously recommended if, in Engineer's opinion, such recommendation would be incorrect or if on the basis of subsequently discovered evidence or subsequent inspections or tests Engineer considers such refusal or nullification necessary to protect Buyer from loss because the Contract Price has been reduced, Goods are found to be non-conforming, or Seller has failed to furnish acceptable Special Services.

10.03 *Amount and Timing of Progress Payments*

- A. Subject to Paragraph 10.02.A., the amounts of the progress payments will be as provided in the Agreement. Buyer shall within 30 days after receipt of each Application for Payment with Engineer's recommendation pay Seller the amount recommended; but, in the case of the Application for Payment upon Buyer's acknowledgment of receipt of the Goods, said 30-day period may be extended for so long as is necessary (but in no event more than 60 days) for Buyer to examine the bill of sale and other documentation submitted therewith. Buyer shall notify Seller promptly of any deficiency in the documentation and shall not unreasonably withhold payment.

10.04 *Suspension of or Reduction in Payment*

- A. Buyer may suspend or reduce the amount of progress payments, even though recommended for payment by Engineer, under the following circumstances:
1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Contract Documents, and
 2. Buyer has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in

accordance with the Contract Documents, and Seller has failed to provide adequate assurances within ten days of Buyer's written request.

- B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

10.05 *Final Application for Payment*

- A. After Seller has corrected all non-conformities to the reasonable satisfaction of Buyer and Engineer, furnished all Special Services, and delivered all documents required by the Contract Documents, Engineer will issue to Buyer and Seller a notice of acceptance. Seller may then make application for final payment following the procedure for progress payments. The final Application for Payment will be accompanied by all documentation called for in the Contract Documents, a list of all unsettled Claims, and such other data and information as Buyer or Engineer may reasonably require.

10.06 *Final Payment*

- A. If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer is reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Contract Documents, and that Seller's has fulfilled all other obligations under the Contract Documents, then Engineer will, within ten days after receipt of the final Application for Payment, recommend in writing final payment subject to the provisions of Paragraph 10.07 and present the Application to Buyer. Otherwise, Engineer will return the Application to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the Application for payment. If the Application and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages to which Buyer is entitled.

10.07 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 - 1. a waiver of all Claims by Buyer against Seller, except Claims arising from unsettled liens from non-conformities in the Goods or Special Services appearing after final payment, from Seller's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Seller's continuing obligations under the Contract Documents; and
 - 2. a waiver of all Claims by Seller against Buyer (other than those previously made in accordance with the requirements herein and listed by Seller as unsettled as required in Paragraph 10.05.A, and not resolved in writing).

ARTICLE 11 - CANCELLATION, SUSPENSION, AND TERMINATION

11.01 *Cancellation*

- A. Buyer has the right to cancel the Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph shall not constitute a breach of contract by Buyer. Upon cancellation:
 - 1. Buyer shall pay Seller for the direct costs incurred in producing any Goods that Seller has specially manufactured for the Project, plus a fair and reasonable amount for overhead and profit.
 - 2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Contract Price of such Goods.

11.02 *Suspension of Performance by Buyer*

- A. Buyer has the right to suspend performance of the Contract for up to a maximum of ninety days, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Contract Times and Contract Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.

11.03 *Suspension of Performance by Seller*

A. Subject to the provisions of Paragraph 5.07.B, Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:

1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Contract; and,
2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Contract, and Buyer has failed to provide such assurances within ten days of Seller's written request.

11.04 *Breach and Termination*

A. Buyer's Breach:

1. Buyer shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including but not limited to:
 - a. wrongful rejection or revocation of Buyer's acceptance of the Goods,
 - b. failure to make payments in accordance with the Contract Documents, or
 - c. wrongful repudiation of the Contract.
2. Seller shall have the right to terminate the Contract for cause by declaring a breach should Buyer fail to comply with any material provisions of the Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.
 - a. In the event Seller believes Buyer is in breach of its obligations under the Contract, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have seven days from receipt of the written notice declaring the breach (or such longer period of time as Seller

may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

B. Seller's Breach:

1. Seller shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including, but not limited to:
 - a. failure to deliver the Goods or perform the Special Services in accordance with the Contract Documents,
 - b. wrongful repudiation of the Contract, or
 - c. delivery or furnishing of non-conforming Goods and Special Services.
2. Buyer may terminate Seller's right to perform the Contract for cause by declaring a breach should Seller fail to comply with any material provision of the Contract Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.
 - a. In the event Buyer believes Seller is in breach of its obligations under the Contract, and except as provided in Paragraph 11.04.B.2.b, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have seven days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.
 - b. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 4.01, the notice and cure procedures of that bond, if any, shall supersede the notice and cure procedures of Paragraph 11.04.B.2.a.

ARTICLE 12 - LICENSES AND FEES

12.01 *Intellectual Property and License Fees*

- A. Unless specifically stated elsewhere in the Contract Documents, Seller is not transferring any intellectual property rights, patent rights, or licenses for the Goods delivered. However, in the event the Seller is manufacturing to Buyer's design, Buyer retains all intellectual property rights in such design.
- B. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Contract Documents.

12.02 *Seller's Infringement*

- A. Subject to Paragraph 12.01.A, Seller shall indemnify and hold harmless Buyer, Engineer and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any United States or foreign patent or copyright by any of the Goods as delivered hereunder.
- B. In the event of suit or threat of suit for intellectual property infringement, Buyer will promptly notify Seller of receiving notice thereof.
- C. Seller shall promptly defend the claim or suit, including negotiating a settlement. Seller shall have control over such claim or suit, provided that Seller agrees to bear all expenses and to satisfy any adverse judgment thereof.
 - 1. If Seller fails to defend such suit or claim after written notice by Buyer, Seller will be bound in any subsequent suit or claim against Seller by Buyer by any factual determination in the prior suit or claim.
 - 2. If Buyer fails to provide Seller the opportunity to defend such suit or claim after written notice by Seller, Buyer shall be barred from any remedy against Seller for such suit or claim.

- D. If a determination is made that Seller has infringed upon intellectual property rights of another, Seller may obtain the necessary licenses for Buyer's benefit, or replace the Goods and provide related design and construction as necessary to avoid the infringement at Seller's own expense.

12.03 *Buyer's Infringement*

- A. Buyer shall indemnify and hold harmless Seller, and its officers, directors, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any United States or foreign patent or copyright caused by Seller's compliance with Buyer's design of the Goods or Buyer's use of the Goods in combination with other materials or equipment in any process (unless intent of such use was known to Seller and Seller had reason to know such infringement would result).
- B. In the event of suit or threat of suit for intellectual property infringement, Seller must after receiving notice thereof promptly notify Buyer.
- C. Upon written notice from Seller, Buyer shall be given the opportunity to defend the claim or suit, including negotiating a settlement. Buyer shall have control over such claim or suit, provided that Buyer agrees to bear all expenses and to satisfy any adverse judgment thereof.
 - 1. If Buyer fails to defend such suit or claim after written notice by Seller, Buyer will be bound in any subsequent suit or claim against Buyer by Seller by any factual determination in the prior suit or claim.
 - 2. If Seller fails to provide Buyer the opportunity to defend such suit or claim after written notice by Buyer, Seller shall be barred from any remedy against Buyer for such suit or claim.

12.04 *Reuse of Documents*

- A. Neither Seller nor any other person furnishing any of the Goods and Special Services under a direct or indirect contract with Seller shall: (1) acquire any title to or ownership rights in any of the Drawings,

Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions; or (2) reuse any of such Drawings, Specifications, other documents, or copies thereof on any other project without written consent of Buyer and Engineer and specific written verification or adaptation by Engineer. This prohibition will survive termination or completion of the Contract. Nothing herein shall preclude Seller from retaining copies of the Contract Documents for record purposes.

12.05 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, copies of data furnished by Buyer or Engineer to Seller, or by Seller to Buyer or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. The transferring party will correct any errors detected within the 60-day acceptance period.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 13 - DISPUTE RESOLUTION

13.01 *Dispute Resolution Method*

- A. Either Buyer or Seller may initiate the mediation of any Claim decided in writing by Engineer under Paragraph 9.06.B or 9.06.C before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation

Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the Engineer's decision from becoming final and binding.

- B. Buyer and Seller shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the mediation process does not result in resolution of the Claim, then Engineer's written decision under Paragraph 9.06.B or a denial pursuant to Paragraph 9.06.C shall become final and binding 30 days after termination of the mediation unless, within that time period, Buyer or Seller:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process, or
 - 3. if no dispute resolution process has been provided for in the Supplementary Conditions, delivers to the other party written notice of the intent to submit the Claim to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

ARTICLE 14 - MISCELLANEOUS

14.01 *Giving Notice*

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

14.02 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Point of Destination is located.
- B. In the case of any conflict between the express terms of this Contract and the Uniform Commercial Code, as adopted in the state whose law governs, it is the intent of the parties that the express terms of this Contract shall apply.

14.03 *Computation of Time*

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

14.04 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available

to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

14.05 *Survival of Obligations*

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

14.06 *Entire Agreement*

- A. Buyer and Seller agree that this Agreement is the complete and final agreement between them, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may not be altered, modified, or amended except in writing signed by an authorized representative of both parties.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions for Procurement Contracts and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

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

SC-2.03. Amend the first sentence of Paragraph 2.03.A. to read as follows:

Buyer will furnish Seller electronic copy of the Contract Documents.

SC-4.01.A and 4.01.B. Delete Paragraphs 4.01.A and 4.01.B in their entirety, and add the following:

4.01.A. Seller shall furnish to Buyer a supply contract bond in an amount at least equal to the Contract Price. The bond shall be delivered in accordance with Paragraph 2.01 and shall remain in effect at least 1 year after the date final payment is due, except as provided otherwise by Laws or Regulations.

4.01.B. The bond shall be issued in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations and shall be executed by a surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. Bond signed by an agent must be accompanied by a certified copy of such agent's authority to act.

SC-4.01.B. Add the following language at the end of Paragraph 4.01.B:

Surety and insurance companies from which the bonds and insurance for this Project are purchased shall have a Best's rating of no less than A:VII, in addition to the other requirements specified herein.

SC-4.02. Add the following new paragraphs immediately after Paragraph 4.02.E:

4.02.F. Seller shall purchase and maintain such liability and other insurance as is appropriate for the furnishing of Goods and Special Services and as will provide protection from claims set forth below which may arise out of or result from Seller's furnishing of the Goods or Special Services and Seller's other obligations under the Contract Documents, whether the furnishing of Goods and Special Services, or other obligations are to be performed by Seller, any subcontractor or supplier, or by anyone

directly or indirectly employed by any of them to furnish the Goods and Special Services, or by anyone for whose acts any of them may be liable:

4.02.F.1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

4.02.F.2. claims for damages because of bodily injury, occupational sickness or disease, or death of Seller's employees;

4.02.F.3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Seller's employees;

4.02.F.4. claims from damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Seller, or (ii) by any other person for any other reason;

4.02.F.5. claims for damages, other than to the Goods, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

4.02.F.6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

4.02.G. The policies of insurance required by this Paragraph 4.02 to be purchased and maintained shall:

4.02.G.1. with respect to insurance required by Paragraphs SC-4.02.F.3 through SC-4.02.F.6 inclusive, include as additional insured (subject to any customary exclusion in respect of professional liability):

4.02.G.1.a. City of Twin Falls, 321 Second Avenue East, Twin Falls, ID.

4.02.G.1.b. CH2M HILL, 322 East Front Street, Suite 200, Boise, ID.

all of whom shall be listed as additional insured, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

4.02.G.2. include at least the specific coverages and be written for not less than limits of liability provided below or required by Laws or Regulations, whichever is greater;

4.02.G.3. include completed operations insurance;

4.02.G.4. include contractual liability insurance covering Seller's indemnity obligations under Paragraphs 5.09 and 12.02;

4.02.G.5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days prior written notice has been given to Buyer and Seller, and to each other additional insured identified in these Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by Seller pursuant to Paragraph SC-4.02.I will so provide);

4.02.G.6. remain in effect at least until final payment and at all times thereafter when Seller may be correcting, removing, or replacing nonconforming Goods in accordance with Paragraph 8.03;

4.02.G.7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least 2 years after final payment (and Seller shall furnish Buyer and each other additional insured identified in these Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Buyer and any such additional insured of continuation of such insurance at final payment and 1 year thereafter); and

4.02.G.8. with respect to any delegation of professional design services to Seller pursuant to Paragraph 5.10 of the General Conditions, include professional liability coverage by endorsement or otherwise.

4.02.H. The limits of liability for the insurance required by Paragraph SC-4.02.F shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

4.02.H.1. Workers' Compensation, and related coverage under Paragraphs SC-4.02.F.1 and SC-4.02.F.2:

4.02.H.1.a. State:	Statutory.
4.02.H.1.b. Applicable Federal (e.g. Longshoreman's):	Statutory.
4.02.H.1.c. Employer's Liability:	\$500,000

4.02.H.2. Seller's General Liability under Paragraphs SC-4.02.F.3 through SC-4.02.F.6 which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of Seller:

4.02.H.2.a. General Aggregate: \$2,000,000

4.02.H.2.b. Products (Completed Operations Aggregate): \$1,000,000

4.02.H.2.c. Personal and Advertising:

Injury: \$1,000,000

Each Occurrence

(Bodily Injury and Property Damage): \$1,000,000

4.02.H.2.d. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

4.02.H.2.e. Excess or Umbrella Liability:

General Aggregate: \$1,000,000

Each Occurrence: \$1,000,000

4.02.H.3. Automobile Liability under Paragraph SC-4.02.F.6:

4.02.H.3.a. Bodily Injury:

Each person: \$1,000,000

Each Accident: \$1,000,000

4.02.H.3.b. Property Damage:

Each Person: \$1,000,000

Combined Single Limit of: \$1,000,000

4.02.H.4. Professional Liability (if professional services have been delegated to Seller pursuant to Paragraph 5.10): \$1,000,000

4.02.I. Seller shall deliver to Buyer, with copies to each additional insured identified in these Supplementary Conditions, certificates of insurance (and other evidence requested by Buyer or any other additional insured) which Seller is required to purchase and maintain.

4.02.J. If Buyer has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained on the basis of nonconformance with the Contract Documents, Buyer shall notify Seller in writing within 10 days after receipt of the certificates or other evidence required by Paragraph SC-4.02.K. Seller shall provide such additional information in respect to insurance as Buyer shall reasonably request.

SC-5.06. Add the following new paragraphs immediately after Paragraph 5.06.E:

SC-5.06.F. Seller shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than two submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Seller shall reimburse Buyer for Engineer's charges for such time.

SC-5.06.G. In the event that Seller requests a change of a previously approved item, Seller shall reimburse Buyer for Engineer's charges for its review time unless the need for such change is beyond the control of Seller.

SC-13.02. Add the following new paragraph immediately after Paragraph 13.01:

13.02. Arbitration:

13.02.A. All Claims or counterclaims, disputes, or other matters in question between Buyer and Seller arising out of or relating to the Contract Documents or the breach thereof (except for Claims which have been waived by the making or acceptance of final payment as provided by Paragraph 10.07) not resolved under the provisions of Paragraph SC-13.02 will be decided by binding arbitration in accordance with the rules of the American Arbitration Association, subject to the conditions and limitations of this Paragraph SC-13.02. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.

13.02.B. No demand for arbitration of any Claim or counterclaim, dispute, or other matter that is required to be referred to Engineer initially for decision in accordance with Paragraph 9.06 will be made until the earlier of: (i) the date on which Engineer has rendered a written decision, or (ii) the 31st day after the parties have presented their final evidence to Engineer if a written decision has not been rendered by Engineer before that date. Subject to the provisions of SC-13.02.A, no demand for arbitration of any such Claim or counterclaim, dispute, or other matter will be made later than 30 days after the date on which Engineer has rendered a written decision in respect thereof in accordance with Paragraph 9.06; and the failure to demand arbitration within said 30-day period will result in Engineer's decision being final and binding upon Buyer and Seller. If Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will

not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

13.02.C. Notice for the demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the 30-day period specified in Paragraph SC-13.02.B, and in all other cases within a reasonable time after the Claim or counterclaim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim or other dispute or matter in question would be barred by the applicable statute of limitations.

13.02.D. No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

13.02.D.1. The inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and

13.02.D.2. Such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.

13.02.E. The award rendered by the arbitrator will be in writing and include: (i) a concise breakdown of the award; (ii) a written explanation of the award specifically citing the Contract Document provisions deemed applicable and relied on in making the award.

13.02.F. The award will be consistent with the agreement of the parties and final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

END OF SECTION

**SECTION 01 11 19
PURCHASE CONTRACTS**

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. Summary of Goods: One aeration blower package consisting of a multistage centrifugal blower, motor, control panel, inlet throttling valve and accessories for a complete system.
- B. Summary of Special Services: Installation inspection, functional and performance testing and completion of Manufacturer's Certificate of Proper Installation, startup and Site training.

1.02 CONSTRUCTION BY BUYER

- A. Buyer will have contracted wastewater treatment plant operations company install the specified equipment. Some coordination with the operations company will be required of the Seller, particularly in scheduling and coordinating delivery and startup of the equipment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 26 01
CONTRACT MODIFICATION PROCEDURES****PART 1 GENERAL****1.01 CONTRACT MODIFICATION PROCEDURES****A. Proposal Request:**

1. Buyer may, in anticipation of ordering an addition, deletion, or revision to the Goods or Special Services, request Seller to prepare a detailed proposal of cost and times to perform contemplated change.
2. Proposal request will include reference number for tracking purposes and detailed description of and reason for proposed change, and such additional information as appropriate and as may be required for Seller to accurately estimate cost and time impact on Project.
3. Proposal request is for information only; Seller is neither authorized to execute proposed change nor to stop work in progress as result of such request.
4. Seller's written proposal shall be transmitted to Engineer promptly, but not later than 14 days after Seller's receipt of Buyer's written request. Proposal shall remain firm for a maximum period of 45 days after receipt by Engineer.
5. Buyer's request for proposal or Seller's failure to submit such proposal within required time period will not justify a claim for an adjustment in Contract Price or Contract Times (or Milestones).

B. Change Orders:

1. Procedure:
 - a. Engineer will prepare five copies of proposed Change Order and transmit such with Engineer's written recommendation (Change Order only) and request to Seller for signature.
 - b. Seller shall, upon receipt, either: (i) promptly sign copies, retaining one for its file, and return remaining four copies to Engineer for Buyer's signature, or (ii) return unsigned four copies with written justification for not executing Change Order.
 - c. Engineer will, upon receipt of Seller signed copies, promptly forward Engineer's written recommendation and partially executed four copies for Buyer's signature, or if Seller fails to execute Change Order, Engineer will promptly so notify Buyer and transmit Seller's justification to Buyer.
-

- d. Upon receipt of Seller-executed Change Order, Buyer will promptly either:
 - 1) Execute Change Order, retaining one copy for its file and returning three copies to Engineer, or
 - 2) Return to Engineer unsigned copies with written justification for not executing Change Order.
 - e. Upon receipt of Buyer-executed Change Order, Engineer will transmit two copies to Seller and retain one copy, or if Buyer fails to execute Change Order, Engineer will promptly so notify Seller and transmit Buyer's justification to Seller.
 - f. Upon receipt of Buyer-executed Change Order, Seller shall:
 - 1) Perform work covered by Change Order.
 - 2) Revise progress schedule to reflect changes in Contract Times, if any, and to adjust times for other items of Project affected by change.
2. In signing a Change Order, Buyer and Seller acknowledge and agree that:
- a. Stipulated compensation (Contract Price or Contract Times, or both) set forth includes payment for (i) cost of the work covered by Change Order, (ii) Seller's fee for overhead and profit, (iii) interruption of progress schedule, (iv) delay and impact, including cumulative impact, on other work under the Contract Documents, and (v) extended overheads.
 - b. Change Order constitutes full mutual accord and satisfaction for the change to the Goods or Special Services.
 - c. Unless otherwise stated in Change Order, all requirements of the original Contract Documents apply to the Goods or Special Services covered by Change Order.

C. Work Change Directive:

1. Engineer will:
 - a. Initiate, including a description of the Work involved and any attachments.
 - b. Affix signature, demonstrating Engineer's recommendation.
 - c. Transmit five copies to Owner for authorization.
2. Owner will:
 - a. Affix signature, demonstrating approval of the changes involved.
 - b. Return four copies to Engineer, who will retain one copy, send one copy to the Resident Project Representative or other field representative, and forward two copies to Contractor.
3. Upon completion of Work covered by the Work Change Directive or when final Contract Times and Contract Price are determined, Contractor shall submit documentation for inclusion in a Change Order.

4. Contractor's documentation shall include but not be limited to:
 - a. Appropriately detailed records of Work performed to enable determination of value of the Work.
 - b. Full information required to substantiate resulting change in Contract Times and Contract Price for Work. On request of Engineer, provide additional data necessary to support documentation.
 - c. Support data for Work performed on a unit price or Cost of the Work basis with additional information such as:
 - 1) Dates Work was performed, and by whom.
 - 2) Time records, wage rates paid, and equipment rental rates.
 - 3) Invoices and receipts for materials, equipment, and subcontracts, all similarly documented.
5. Effective Date of Work Change Directive: Date of signature by Owner, unless otherwise indicated thereon.

1.02 CLAIMS

A. Include, at a minimum:

1. Specific references including (i) Specification section and article/paragraph number, and (ii) Submittal number, date reviewed, Engineer's comment, as applicable, with appropriate attachments.
2. Stipulated facts and pertinent documents, including photographs and statements.
3. Interpretations relied upon.
4. Description of (i) nature and extent of claim, (ii) who or what caused situation, (iii) impact to work and work of others, and (iv) discussion of claimant's justification for requesting change to price or times or both.
5. Estimated adjustment in price claimant believes it is entitled to with full documentation and justification.
6. Requested Change in Contract Times: Include at least (i) progress schedule documentation showing logic diagram for request, (ii) documentation that float times available for work have been used, and (iii) revised activity logic with durations including sub-network logic revisions, duration changes, and other interrelated schedule impacts, as appropriate.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS****PART 1 GENERAL**

1.01 DEFINITIONS

- A. Action Submittal: Written and graphic information submitted by Seller that requires Engineer's approval.
- B. Informational Submittal: Information submitted by Seller that does not require Engineer's approval.
- C. Preliminary Operation and Maintenance (O&M) Data: Initial and subsequent submissions for Engineer's review.
- D. Final O&M Data: Engineer-accepted data, submitted as specified herein.
- E. Maintenance Operation: As used on Maintenance Summary Form is defined to mean any routine operation required to ensure satisfactory performance and longevity of Goods. Examples of typical maintenance operations are cleaning, lubrication, belt tensioning, adjustment of pump packing glands, and routine adjustments.

1.02 PROJECT COORDINATION

- A. Onsite Coordination:
 - 1. Buyer will coordinate the activities at the Point of Destination related to the Goods furnished under this Contract.
 - 2. Seller shall fully coordinate its activities with Buyer and other contractors. This includes promptly bringing to Buyer's attention any conflict or coordination problem.

1.03 CONTRACT PROGRESS REPORTING

- A. Progress Schedule:
 - 1. Bar chart schedule demonstrating Seller's plan for fulfilling Contract requirements.
 - 2. Information shall be comprehensive and shall represent all activities, including submittals and procurement necessary to complete Contract.
 - 3. Typical minimum detail on the schedule shall include, but not be limited to, the following:
 - a. Delivery date(s) of Shop Drawings and Sample submittals.
 - b. Delivery date(s) of Operation and Maintenance Data.

- c. Date of starting assembly of specified Goods.
 - d. Date of finishing assembly of specified Goods.
 - e. Date of testing at plant.
 - f. Date of shipment from Seller.
 - g. Date of arrival at Point of Destination.
4. Assist Buyer in determining the most current schedule information on the Contract items, including whether Seller is on schedule or delayed. These requirements apply fully to telephone inquiries, personal visits, letters, or other communication.
 5. Schedule Reporting: Submit Notice of Schedule Impact at any time that a Progress Schedule activity is delayed by 5 or more days.
 - a. Complete and submit to party named on the form attached.
 - b. Transmit completed form either in facsimile, e-mail, or mail via registered overnight mail service.

1.04 SUBMITTAL PROCEDURES

- A. Direct submittals to Engineer at the following address, unless specified otherwise:
 1. E-mail: Joseph.Nye@ch2m.com
- B. Electronic Submittals: Submittals shall, unless specifically accepted, be made in electronic format.
 1. Each submittal shall be an electronic file in Adobe Acrobat Portable Document Format (PDF). Use the latest version available at time of execution of the Agreement.
 2. Electronic files that contain more than 10 pages in PDF format shall contain internal book marking from an index page to major sections of the document.
 3. PDF files shall be set to open "Bookmarks and Page" view.
 4. Add general information to each PDF file, including title, subject, author, and keywords.
 5. PDF files shall be set up to print legibly at 8.5-inch by 11-inch, 11-inch by 17-inch, or 22-inch by 34-inch. No other paper sizes will be accepted.
 6. Submit new electronic files for each resubmittal.
 7. Include a copy of the Transmittal of Contractor's Submittal form, located at end of section, with each electronic file.
 8. Engineer will reject submittal that is not electronically submitted, unless specifically accepted.
 9. Provide Engineer with authorization to reproduce and distribute each file as many times as necessary for Project documentation.

10. Detailed procedures for handling electronic submittals will be discussed at the preconstruction conference.

C. Transmittal of Submittal:

1. Review each submittal and check for compliance with Contract Documents.
2. Stamp each submittal with uniform approval stamp before submitting; stamp to include Project name, submittal number, Specification number, Seller's reviewer name, date of Seller's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with Contract Documents. Engineer will not review submittals that do not bear Seller's certification as required by the General Conditions, and will return them without action.
3. Complete, sign, and transmit with each submittal package, one Transmittal of Seller's Submittal form attached at end of this section.
4. Identify each submittal with the following:
 - a. Numbering and Tracking System:
 - 1) Sequentially number each submittal.
 - 2) Resubmission of submittal shall have original number with sequential alphabetic suffix.
 - b. Specification section and paragraph to which submittal applies.
 - c. Project title and Engineer's project number.
 - d. Date of transmittal.
 - e. Names of Seller, Subcontractor or Supplier, and manufacturer as appropriate.
5. Identify and describe each deviation or variation from Contract Documents.

D. Format:

1. Do not base Shop Drawings on reproductions of Contract Documents.
2. Present in a clear and thorough manner and in sufficient detail to show kind, size, arrangement, and function of components, materials, and devices, and compliance with Contract Documents.
3. Index with labeled tab dividers in orderly manner.

E. Timeliness of Submittal: Schedule and submit in accordance with the Seller's Progress Schedule, and requirements of individual Specification sections.

F. Processing Time:

-
1. Time for review shall commence on Engineer's receipt of submittal.
 2. Engineer will act upon Seller's submittal and transmit response to Seller not later than 14 days after receipt, unless otherwise specified.
 3. Resubmittals will be subject to same review time.

4. No adjustment of Contract Times or Price will be allowed due to delays in providing Goods or Special Services caused by rejection and subsequent resubmittals.
- G. Resubmittals: Clearly identify each correction or change made.
- H. Incomplete Submittals:
1. Engineer will return entire submittal for Seller's revision if preliminary review deems it incomplete.
 2. When any of the following are missing, submittal will be deemed incomplete:
 - a. Seller's certification as required by the General Conditions.
 - b. Transmittal of Seller's Submittal, completed and signed.
- I. Submittals not required by Contract Documents:
1. Will not be reviewed and will be returned stamped "Not Subject to Review."
 2. Engineer will keep one copy and return all remaining copies to Seller.
- J. Action Submittals:
1. Prepare and submit as required by individual Specification sections.
 2. Shop Drawings:
 - a. Identify and Indicate:
 - 1) Applicable Contract Drawing and Detail number, products, units and assemblies, and system or equipment identification or tag numbers.
 - 2) Goods and Component Title: Identical to title shown on Drawings.
 - 3) Critical field dimensions and relationships to other critical features. Note dimensions established by field measurement.
 - 4) Project-specific information drawn accurately to scale.
 - b. Manufacturer's standard schematic drawings and diagrams as follows:
 - 1) Modify to delete information that is not applicable.
 - 2) Supplement standard information to provide information specifically applicable.
 - c. Product Data: Provide as specified in individual Specifications.
 - d. Foreign Manufacturers: When proposed, include following additional information:
 - 1) Names and addresses of at least two companies that maintain technical service representatives close to Project.
 - 2) Complete list of spare parts and accessories for each piece of equipment.

- K. Action Submittal Dispositions: Engineer will review, mark, and stamp as appropriate, and distribute marked-up copies as noted:
1. Approved:
 - a. Seller may provide Goods or Special Services covered by submittal.
 - b. Distribution: Electronic.
 2. Approved as Noted:
 - a. Seller may provide Goods or Special Services covered by submittal, in accordance with Engineer's notations.
 - b. Distribution: Electronic.
 3. Partial Approval, Resubmit as Noted:
 - a. Make corrections or obtain missing portions, and resubmit.
 - b. Except for portions indicated, Seller may begin to provide Goods or Special Services covered by submittal, in accordance with Engineer's notations.
 - c. Distribution: Electronic.
 4. Revise and Resubmit:
 - a. Seller may not provide Goods or Special Services covered by submittal.
 - b. Distribution: Electronic.
- L. Informational Submittals:
1. Copies: Electronic.
 2. Refer to individual Specification sections for specific submittal requirements.
 3. Engineer will review each submittal. If submittal meets conditions of the Contract, Engineer will forward submittal to appropriate parties. If Engineer determines submittal does not meet conditions of the Contract and is therefore considered unacceptable, Engineer will return with review comments to Seller, and require that submittal be corrected and resubmitted.

1.05 OPERATION AND MAINTENANCE (O&M) DATA

- A. Format and Scheduling:
1. Preliminary Data:
 - a. Format: Instructional Manual.
 - b. Submit subsequent to Engineer approval of Shop Drawings, but prior to shipment date.
 - c. Submit two copies for Engineer's review.
 - 1) If data meets conditions of the Contract:
 - a) One copy will be returned to Seller.

- b) One copy will be retained in Engineer's file.
 - 2) If data does not meet conditions of the Contract:
 - a) All copies will be returned to Seller with Engineer's comments (on separate document) for revision.
 - b) Resubmit same number of copies, revised in accordance with Engineer's comments.
 2. Final Data:
 - a. Submit at the time of shipment of Goods.
 - b. Format: Instructional Manual and Electronic Media.
 - c. Data: Submit two copies.
- B. Instructional Manual Format:
 1. Binder: Commercial quality, permanent, three-ring or three-post binders with durable plastic cover.
 2. Size: 8-1/2 inches by 11 inches, minimum.
 3. Cover: Identify manual with typed or printed title "OPERATION AND MAINTENANCE DATA" and list:
 - a. Project title.
 - b. Designate applicable system, equipment, material, or finish.
 - c. Identity of separate structure as applicable.
 - d. Identity of general subject matter covered in manual. Identity of equipment number, if applicable, and Specification section.
 4. Title Page: Seller's name, address, and telephone number.
 5. Table of Contents:
 - a. Neatly typewritten and arranged in systematic order with consecutive page numbers.
 - b. Identify each product by product name and other identifying numbers or symbols as set forth in Contract Documents.
 6. Paper: 20-pound minimum, white for typed pages.
 7. Text: Manufacturer's printed data, or neatly typewritten.
 8. Three-hole punch data for binding and composition; arrange printing so that punched holes do not obliterate data.
 9. Material shall be suitable for reproduction, with quality equal to original. Photocopying of material will be acceptable, except for material containing photographs.
- C. Electronic Media Format:
 1. Portable Document Format (PDF):
 - a. After all preliminary data has been found to be acceptable to Engineer, submit Operation and Maintenance data in PDF format on CD.
 - b. Files to be exact duplicates of Engineer-accepted preliminary data. Arrange by specification number and name.

- c. Files to be fully functional and viewable in most recent version of Adobe Acrobat.

D. Data Content:

1. Product Data:
 - a. Include only those sheets that are pertinent to specific product.
 - b. Clearly annotate each sheet to:
 - 1) Identify specific product or part installed.
 - 2) Identify data applicable to installation.
 - 3) Delete references to inapplicable information.
 - c. Function, normal operating characteristics, and limiting conditions.
 - d. Performance curves, engineering data, nameplate data, and tests.
 - e. Complete nomenclature and commercial number of replaceable parts.
 - f. Original manufacturer's parts list, illustrations, detailed assembly drawings showing each part with part numbers and sequentially numbered parts list, and diagrams required for maintenance.
 - g. Spare parts ordering instructions.
 - h. Where applicable, identify installed spares and other provisions for future work (for example, reserved panel space, unused components, wiring, terminals).
 2. Color-coded piping diagrams.
 3. Charts of valve tag numbers, with the location and function of each valve.
 4. Drawings: Supplement product data with Drawings as necessary to clearly illustrate:
 - a. Format:
 - 1) Provide reinforced, punched, binder tab; bind in with text.
 - 2) Reduced to 8-1/2 inches by 11 inches, or 11 inches by 17 inches folded to 8-1/2 inches by 11 inches.
 - 3) Where reduction is impractical, fold and place in 8-1/2-inch by 11-inch envelopes bound in text.
 - 4) Identify Specification section and product on Drawings and envelopes.
 - b. Relations of component parts of equipment and systems.
 - c. Control and flow diagrams.
 - d. Coordinate drawings with Project record documents to assure correct illustration of completed installation.
 5. Instructions and Procedures: Within text, as required to supplement product data.
 - a. Format:
 - 1) Organize in consistent format under separate heading for each different procedure.
-

- 2) Provide logical sequence of instructions for each procedure.
 - 3) Provide information sheet for Buyer's personnel, including:
 - a) Proper procedures in event of failure.
 - b) Instances that might affect validity of guarantee or Bond.
 - b. Installation Instructions: Including alignment, adjusting, calibrating, and checking.
 - c. Operating Procedures:
 - 1) Startup, break-in, routine, and normal operating instructions.
 - 2) Test procedures and results of factory tests where required.
 - 3) Regulation, control, stopping, and emergency instructions.
 - 4) Description of operation sequence by control manufacturer.
 - 5) Shutdown instructions for both short and extended duration.
 - 6) Summer and winter operating instructions, as applicable.
 - 7) Safety precautions.
 - 8) Special operating instructions.
 - d. Maintenance and Overhaul Procedures:
 - 1) Routine maintenance.
 - 2) Guide to troubleshooting.
 - 3) Disassembly, removal, repair, reinstallation, and re-assembly.
- E. Content for Each Electric or Electronic Item or System:
1. Description of Unit and Component Parts:
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data, nameplate data, and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
 - d. Interconnection wiring diagrams, including control and lighting systems.
 2. Circuit Directories of Panelboards:
 - a. Electrical service.
 - b. Controls.
 - c. Communications.
 3. List of electrical relay settings and control and alarm contact settings.
 4. Electrical interconnection wiring diagram, including control and lighting systems.
 5. Operating Procedures:
 - a. Routine and normal operating instructions.
 - b. Sequences required.
 - c. Safety precautions.
 - d. Special operating instructions.

6. Maintenance Procedures:
 - a. Routine maintenance.
 - b. Guide to troubleshooting.
 - c. Adjustment and checking.
 - d. List of relay settings, control and alarm contact settings.
7. Manufacturer's printed operating and maintenance instructions.
8. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.

F. Maintenance Summary:

1. Compile individual Maintenance Summary for each applicable item, respective unit or system, and for components or sub-units.
2. Format:
 - a. Use Maintenance Summary Form bound with this section or electronic facsimile of such.
 - b. Each Maintenance Summary may take as many pages as required.
 - c. Use only 8-1/2-inch by 11-inch size paper.
 - d. Complete using typewriter or electronic printing.
3. Include detailed lubrication instructions and diagrams showing points to be greased or oiled; recommend type, grade, and temperature range of lubricants and frequency of lubrication.
4. Recommended Spare Parts:
 - a. Data to be consistent with manufacturer's Bill of Materials/Parts List furnished in O&M manuals.
 - b. "Unit" is the unit of measure for ordering the part.
 - c. "Quantity" is the number of units recommended.
 - d. "Unit Cost" is the current purchase price.

1.06 SUPPLEMENTS

- A. The Supplements listed below, following "End of Section", are part of this Specification:
1. Notice of Schedule Impact.
 2. Transmittal of Seller's Submittal Form.
 3. Maintenance Summary Form.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

NOTICE OF SCHEDULE IMPACT

(Send this form as addressed if delay is over 5 days. Send either via fax, e-mail, or registered, overnight mail.)

To: _____

Attention: _____

Address: _____

Fax No.: _____

E-mail: _____

RE: Contract No.: _____

Name of Contract: _____

Type of Goods: _____

Nature of Delay: _____

New Estimated Date for Final Shop Drawings: _____

New Estimated Date for Start of Manufacture: _____

New Estimated Date for Finish of Manufacture: _____

New Estimated Date for Shipment: _____

New Estimated Date for Arrival at Point of Destination: _____

SELLER:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Telephone: _____

E-mail: _____

By (Name/Title): _____ Date: _____



TRANSMITTAL OF SELLER'S SUBMITTAL
(ATTACH TO EACH SUBMITTAL)

TO: _____

FROM: _____
 Seller

Date: _____
 Submittal No.: _____
 New Submittal Resubmittal
 Project: _____
 Project No.: _____
 Specification Section No.: _____
 (Cover only one section with each transmittal)
 Schedule Date of Submittal: _____

SUBMITTAL TYPE: Shop Drawing Sample Informational

The following items are hereby submitted:

Number of Copies	Description of Item Submitted (Type, Size, Model Number, Etc.)	Spec. and Para. No.	Drawing or Brochure Number	Contains Variation to Contract	
				No	Yes

SELLER hereby certifies that (i) SELLER has complied with the requirements of Contract Documents in preparation, review, and submission of designated Submittal and (ii) the Submittal is complete and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.

By: _____
 SELLER (Authorized Signature)

MAINTENANCE SUMMARY FORM

PROJECT: _____ CONTRACT NO.: _____

1. ITEM _____

2. MANUFACTURER _____

3. TAG NUMBER(S) _____

4. WEIGHT OF INDIVIDUAL COMPONENTS (OVER 100 POUNDS) _____

5. NAMEPLATE DATA (hp, voltage, speed, etc.) _____

6. SELLER'S LOCAL REPRESENTATIVE _____

a. Name _____ Telephone No. _____

b. Address _____

7. MAINTENANCE REQUIREMENTS

Maintenance Operation Comments	Frequency	Lubricant (If Applicable)
List briefly each maintenance operation required and refer to specific information in manufacturer's standard maintenance manual, if applicable. (Reference to manufacturer's catalog or sales literature is not acceptable.)	List required frequency of each maintenance operation.	Refer by symbol to lubricant required.

**SECTION 01 43 34
SPECIAL SERVICES**

PART 1 GENERAL

1.01 DEFINITIONS

- A. Functional Testing: Tests necessary to demonstrate that installed Goods function as specified and operate in the manner intended. Functional testing is a prerequisite to performance testing for Goods specified to have a performance test.
- B. Performance Testing: Tests necessary to demonstrate, after successful functional testing, that Goods meet specified performance requirements.
- C. Installing Contractor: The entity, under separate contract with the Buyer, whose responsibilities include the installation of the Goods provided under this Contract.

1.02 MANUFACTURER'S REPRESENTATIVE

- A. Where Special Services are specified, Seller shall furnish a qualified representative of manufacturer.
- B. If manufacturer's representative is found deficient in training or experience by Buyer or Engineer, furnish replacement representative after acceptance of resume and other qualification documentation of proposed representative.

1.03 INSTALLATION ASSISTANCE

- A. Provide manufacturer's standard installation instructions.

1.04 COMMISSIONING ASSISTANCE

- A. Functional Testing: Where specified, assist installing contractor in performing functional (or run) testing of furnished Goods. Furnish representative to assist with test and necessary adjustments.
 - B. Performance Testing: Where specified, assist installing contractor in conducting performance testing of furnished Goods. Furnish representative to assist with tests as specified for the particular Goods and to correct malfunctions.
-

- C. Startup Assistance: Where specified, furnish representative to assist installing contractor with startup of furnished Goods:
 - 1. Furnish labor and materials, tools, instruments, and services for checking, testing, and startup specified.
 - 2. Develop a standard record of testing. This record shall:
 - a. Be subject to approval of Engineer.
 - b. Include name of Goods and subsystem, if applicable.
 - c. Have provisions for recording dates of completion for checking, inspection by manufacturer, verification of instrumentation and controls, and completion of subsystem tests.
 - d. Allow space for describing problems remaining with Goods, and for signature of Engineer indicating acceptance.

1.05 MANUFACTURER'S CERTIFICATE OF PROPER INSTALLATION

- A. When so specified, a Manufacturer's Certificate of Proper Installation form, a copy of which is attached to this section, shall be completed and signed by Seller's representative.
- B. Such form shall certify signing party is a duly authorized representative of Seller, is empowered by Seller to inspect, approve, and operate their Goods and is authorized to make recommendations required to ensure that the Goods are complete and operational.

1.06 DEMONSTRATION AND TRAINING

- A. Where specified, furnish Seller's representative to instruct Buyer's personnel in proper operation and maintenance techniques for the furnished Goods:
- B. Site services may include classroom or onsite instruction, either prestartup or post-startup, as stated in the Specifications.
- C. Operation and Maintenance Data shall be reviewed and accepted before initiation of Site training.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 SUPPLEMENTS

A. The supplement listed below, following “End of Section,” is part of this Specification.

1. Form: Manufacturer’s Certificate of Proper Installation.

END OF SECTION

MANUFACTURER’S CERTIFICATE OF PROPER INSTALLATION

BUYER _____ EQPT SERIAL NO: _____

EQPT TAG NO: _____ EQPT/SYSTEM: _____

PROJECT NO: _____ SPEC. SECTION: _____

I hereby certify that the above-referenced equipment/system has been:

(Check Applicable)

- Installed in accordance with manufacturer’s recommendations.
- Inspected, checked, and adjusted.
- Serviced with proper initial lubricants.
- Electrical and mechanical connections meet quality and safety standards.
- All applicable safety equipment has been properly installed.
- Functional tests.
- System has been performance tested, and meets or exceeds specified performance requirements. (When complete system of one manufacturer)

Note: Attach any performance test documentation from manufacturer.

Comments: _____

I, the undersigned Manufacturer’s Representative, hereby certify that I am (i) a duly authorized representative of the manufacturer, (ii) empowered by the manufacturer to inspect, approve, and operate its equipment and (iii) authorized to make recommendations required to ensure that the Goods furnished by the Seller are complete and operational, except as may be otherwise indicated herein. I further certify that all information contained herein is true and accurate.

Date: _____, 20__

Seller: _____

Manufacturer’s Authorized Representative: _____

(Authorized Signature)

**SECTION 01 61 01
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.01 PREPARATION FOR SHIPMENT

- A. Where specified, factory test results shall be reviewed and accepted by Buyer or Engineer before Goods are shipped.
- B. When practical, Goods shall be factory assembled. When impractical:
 - 1. Furnish assembly instructions.
 - 2. Mark or tag the separate parts and assemblies for field assembly.
 - 3. Cover machined and unpainted parts that may be damaged by elements with a strippable protective coating.
- C. Package or crate Goods to provide protection from damage during shipping, handling, and storage.
- D. Marking: Mark or tag outside of each package or crate to indicate its purchase order number, bill of lading number, contents by name, name of project and Seller, equipment number, and approximate weight.
- E. Spare Parts and Special Tools:
 - 1. Deliver at same time as Goods delivery.
 - 2. Mark to identify associated products by name, equipment, and part number.
 - 3. Package parts for protection against damage from elements during shipping, handling, and storage.
 - 4. Ship in boxes or containers marked to indicate contents and as stated above.
- F. Accessories:
 - 1. Deliver at same time as Goods delivery.
 - 2. Furnish accessories required to place each item of equipment in full operation.
 - 3. Accessories include, but are not limited to, adequate oil and grease as required for first lubrication of equipment (after field testing), light bulbs, fuses, hydrant wrenches, valve keys, chain operators, special tools, and other items as required for initial operation.

1.02 DELIVERY OF GOODS

- A. Notify Buyer, on Seller's Notice of Shipment of Goods form attached to this Section, 15 days prior to shipment of Goods in accordance with Article 6 of General Conditions. Provide all applicable information requested on form.
- B. In accordance with Article 6 of the General Conditions, provide 24-hour telephone notice prior to expected delivery time at the Point of Destination. Notice shall include approximate hour of delivery.
- C. Delivery of Goods shall be made during regular daytime working hours, Monday through Friday, unless other arrangements have been made previously with the Buyer.
- D. Inspection on Delivery:
 - 1. Buyer or Engineer will record receipt of Goods at the Point of Destination.
 - 2. Upon receipt of Goods at the Point of Destination, Buyer or Engineer will inspect for completeness and evidence of damage during shipment.
 - 3. Seller may be present for inspection.
 - 4. Should there appear to be damage, Buyer or Engineer will immediately inform the transportation carrier.
 - 5. Damaged or incomplete Goods to be returned to Seller for replacement will not be unloaded, except as necessary to expedite return shipment.
 - 6. Seller shall expedite replacement of damaged, incomplete, or lost items.

1.03 UNLOADING OF GOODS

- A. After acceptance by inspecting party, Goods will be unloaded by Buyer in accordance with manufacturer's instructions, or as specified.

1.04 SUPPLEMENTS

- A. The Supplement listed below, following "End of Section," is part of this Specification:
 - 1. Seller's Notice of Shipment of Goods.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SELLER'S NOTICE OF SHIPMENT OF GOODS

Delivery of this notice should be either via fax, e-mail, or registered overnight mail.

To: _____

Attention: _____

Address: _____

Fax No.: _____

E-mail: _____

RE: Contract No.: _____

Name of Contract: _____

Goods to be Shipped: _____

ATTACH BILL(S) OF LADING FOR ALL SHIPMENTS TO THIS FORM.

Date of Shipment: _____

Manner of Shipment/Name of Carrier: _____

Anticipated Date of Delivery: _____

Special Equipment or Services Required for Unloading/Storage: _____

SELLER:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Telephone: _____

E-mail: _____

By (Name/Title): _____ Date: _____

SECTION 26 20 00
LOW-VOLTAGE AC INDUCTION MOTORS**PART 1 GENERAL**

1.01 RELATED SECTIONS

- A. This section applies only when referenced by a motor-driven equipment specification. Application, horsepower, enclosure type, mounting, shaft type, synchronous speed, and deviations from this section will be listed in the equipment specification. Where such deviations occur, they shall take precedence over this section.

1.02 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. American Bearing Manufacturers Association (ABMA):
 - a. 9, Load Ratings and Fatigue Life for Ball Bearings.
 - b. 11, Load Ratings and Fatigue Life for Roller Bearings.
 2. Institute of Electrical and Electronics Engineers, Inc. (IEEE):
 - a. 112, Standard Test Procedure for Polyphase Induction Motors and Generators.
 - b. 620, Guide for the Presentation of Thermal Limit Curves for Squirrel Cage Induction Machines.
 - c. 841, Standard for Petroleum and Chemical Industry—Premium Efficiency Severe Duty Totally Enclosed Fan-Cooled (TEFC) Squirrel Cage Induction Motors—Up to and Including 370 kW (500 hp).
 3. National Electrical Manufacturers Association (NEMA):
 - a. 250, Enclosures for Electrical Equipment (1,000 Volts Maximum).
 - b. C50.41, Polyphase Induction Motors for Power Generating Stations.
 - c. MG 1, Motors and Generators.
 4. National Fire Protection Association (NFPA): 70, National Electrical Code (NEC).
 5. Underwriters Laboratories (UL):
 - a. 83, Standard for Safety for Thermoplastic-Insulated Wire and Cables.
 - b. 674, Standard for Safety for Electric Motors and Generators for Use in Division 1 Hazardous (Classified) Locations.
 - c. 2111, Standard for Safety for Overheating Protection for Motors.

1.03 DEFINITIONS

- A. CISD-TEFC: Chemical industry, severe-duty enclosure.
- B. DIP: Dust-ignition-proof enclosure.
- C. EXP: Explosion-proof enclosure.
- D. Inverter Duty Motor: Motor meeting applicable requirements of NEMA MG 1, Section IV, Parts 30 and 31.
- E. Motor Nameplate Horsepower: That rating after any derating required to allow for extra heating caused by the harmonic content in the voltage applied to the motor by its controller.
- F. ODP: Open drip-proof enclosure.
- G. TEFC: Totally enclosed, fan-cooled enclosure.
- H. TENV: Totally enclosed, nonventilated enclosure.
- I. WPI: Open weather protected enclosure, Type I.
- J. WPII: Open weather protected enclosure, Type II.

1.04 SUBMITTALS

- A. Action Submittals:
 - 1. Descriptive information.
 - 2. Nameplate data in accordance with NEMA MG 1.
 - 3. Additional Rating Information:
 - a. Service factor.
 - b. Locked rotor current.
 - c. No load current.
 - d. Safe stall time.
 - e. Guaranteed minimum full load efficiency and power factor.
 - 4. Enclosure type and mounting (such as, horizontal, vertical).
 - 5. Dimensions and total weight.
 - 6. Conduit box dimensions and usable volume as defined in NEMA MG 1 and NFPA 70.
 - 7. Bearing type.
 - 8. Bearing lubrication.
 - 9. Bearing life.
 - 10. Description, ratings, and wiring diagram of motor thermal protection.
 - 11. Motor sound power level in accordance with NEMA MG 1.

12. Maximum brake horsepower required by the equipment driven by the motor.

B. Informational Submittals:

1. Factory test reports.
2. Operation and Maintenance Data: As specified in Section 01 78 23, Operation and Maintenance Data.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Materials, equipment, and accessories specified in this section shall be products of:

1. General Electric.
2. Reliance Electric.
3. MagneTek.
4. Siemens Energy and Automation, Inc., Motors and Drives Division.
5. Baldor.
6. U.S. Electrical Motors.
7. TECO-Westinghouse Motor Co.
8. Toshiba International Corp., Industrial Division.
9. WEG Electric Motors Corp.

2.02 GENERAL

- A. For multiple units of the same type of equipment, furnish identical motors and accessories of a single manufacturer.
- B. In order to obtain single source responsibility, utilize a single supplier to provide drive motor, its driven equipment, and specified motor accessories.
- C. Meet requirements of NEMA MG 1.
- D. Motors shall be specifically designed for the use and conditions intended, with a NEMA design letter classification to fit the application.
- E. Lifting lugs on motors weighing 100 pounds or more.
- F. Operating Conditions:

1. Maximum ambient temperature not greater than 50 degrees C.
2. Motors shall be suitable for operating conditions without reduction being required in nameplate rated horsepower or exceeding rated temperature rise.

3. Overspeed in either direction in accordance with NEMA MG 1.

2.03 HORSEPOWER RATING

- A. As designated in motor-driven equipment specification.
- B. Constant Speed Applications: Brake horsepower of driven equipment at any operating condition not to exceed motor nameplate horsepower rating, excluding service factor.

2.04 SERVICE FACTOR

- A. 1.0 at rated ambient temperature, unless otherwise noted.

2.05 VOLTAGE AND FREQUENCY RATING

- A. System Frequency: 60-Hz.
- B. Voltage Rating: As specified in motor-driven equipment specification.
- C. Suitable for full voltage starting.
- D. Suitable for reduced voltage starting with solid state reduced inrush motor starters.
- E. Suitable for accelerating the connected load with supply voltage at motor starter supply terminals dipping to 90 percent of motor rated voltage.

2.06 EFFICIENCY AND POWER FACTOR

- A. For all motors except single-phase, under 1 hp, multispeed, short-time rated and submersible motors, or motors driving gates, valves, elevators, cranes, trolleys, and hoists:
 1. Efficiency:
 - a. Tested in accordance with NEMA MG 1, Paragraph 12.59.
 - b. Guaranteed minimum at full load in accordance with NEMA MG 1 Table 12-12, Full-load Efficiencies for NEMA Premium Efficiency Electric Motors Rated 600 Volts or Less (Random Wound), or as indicated in motor-driven equipment specification.
 2. Power Factor: Guaranteed minimum at full load shall be manufacturer's standard or as indicated in motor-driven equipment specification.

2.07 LOCKED ROTOR RATINGS

- A. Locked rotor kVA Code F or lower, if motor horsepower not covered by NEMA MG 1 tables.
- B. Safe Stall Time: 12 seconds or greater.

2.08 INSULATION SYSTEMS

- A. Single-Phase, Fractional Horsepower Motors: Manufacturer's standard winding insulation system.
- B. Motors Rated Over 600 Volts: Sealed windings in accordance with NEMA MG 1.
- C. Three-phase and Integral Horsepower Motors: Unless otherwise indicated in motor-driven equipment specification, Class F, at nameplate horsepower and designated operating conditions.

2.09 ENCLOSURES

- A. Enclosures to conform to NEMA MG 1.

2.10 TERMINAL (CONDUIT) BOXES

- A. Oversize main terminal boxes for all motors.
- B. Diagonally split, rotatable to each of four 90-degree positions. Threaded hubs for conduit attachment.
- C. Except ODP, furnish gaskets between box halves and between box and motor frame.
- D. Minimum usable volume in percentage of that specified in NEMA MG 1, Section 1, Paragraph 4.19 and NFPA 70, Article 430:

Terminal Box Usable Values		
Voltage	Horsepower	Percentage
Below 600	15 through 125	500
Below 600	150 through 300	275
Below 600	350 through 600	225
Above 600	All sizes	200

- E. Terminal for connection of equipment grounding wire in each terminal box.

2.11 BEARINGS AND LUBRICATION

A. Horizontal Motors:

1. Regreasable antifriction bearings in labyrinth sealed end bells with removable grease relief plugs.
2. Minimum 100,000 hours L-10 bearing life for ball and roller bearings as defined in ABMA 9 and ABMA 11.

B. Regreasable Antifriction Bearings:

1. Readily accessible, grease injection fittings.
2. Readily accessible, removable grease relief plugs.

2.12 NOISE

A. Measured in accordance with NEMA MG 1.

B. Motors controlled by adjustable frequency drive systems shall not exceed sound levels of 3 dBA higher than NEMA MG 1.

2.13 BALANCE AND VIBRATION CONTROL

A. In accordance with NEMA MG 1, Part 7.

2.14 EQUIPMENT FINISH

A. Protect Motor for Service Conditions:

1. ODP Enclosures: Indoor industrial atmospheres.
2. Other Enclosures: Outdoor industrial atmospheres, including moisture and direct sunlight exposure.

B. External Finish: Prime and finish coat manufacturer's standard.

C. Internal Finish: Bore and end turns coated with clear polyester or epoxy varnish.

2.15 SPECIAL FEATURES AND ACCESSORIES

A. Screen Over Air Openings: Corrosion-resistant on motors with ODP, WPI, and WPII enclosures meeting requirements for guarded machine in NEMA MG 1, and attached with stainless steel screws.

- B. Winding Thermal Protection:
 - 1. Resistance Temperature Detector:
 - a. 100-ohm platinum, three-wire, precision resistors with calibrated resistance-temperature characteristics.
 - b. Six (two each phase) positioned to detect highest winding temperature and located between coil sides in stator slots.
 - c. Leads brought to separate motor terminal box.
- C. Nameplates:
 - 1. Raised or stamped letters on stainless steel or aluminum.
 - 2. Display motor data required by NEMA MG 1, Paragraph 10.39 and Paragraph 10.40 in addition to bearing numbers for both bearings.
 - 3. Premium efficiency motor nameplates to display NEMA nominal efficiency, guaranteed minimum efficiency, full load power factor, and maximum allowable kVAR for power factor correction capacitors.
- D. Mounting: In accordance with driven equipment requirements.

2.16 FACTORY TESTING

- A. Tests:
 - 1. In accordance with IEEE 112 for polyphase motors.
 - 2. Routine (production) tests in accordance with NEMA MG 1. Test multispeed motors at all speeds.
 - 3. For energy efficient motors, test efficiency and power factor at 50 percent, 75 percent, and 100 percent of rated horsepower:
 - a. In accordance with IEEE 112, Test Method B, and NEMA MG 1, Paragraph 12.59. and Paragraph 12.60.
 - b. For motors 500 hp and larger where facilities are not available to test by dynamometer (Test Method B), determine efficiency by IEEE 112, Test Method F.
 - c. In lieu of test on furnished equipment, provide certified copy of motor efficiency test report on an identical motor.
 - 4. Provide test reports for all polyphase motors.
- B. Test Report Forms: As applicable.
 - 1. Routine Tests: IEEE 112, Form A-1.
 - 2. Efficiency and power factor by Test Method B, IEEE 112, Form A-2, and NEMA MG 1, Table 12-12.
 - 3. Efficiency and power factor by Test Method F, IEEE 112, Forms F-1, F-2, and F-3.

PART 3 EXECUTION

3.01 INSTALLATION

- A. In accordance with manufacturer's instructions and recommendations.
- B. Align motor carefully and properly with driven equipment.
- C. Secure equipment to mounting surface.

END OF SECTION

SECTION 44 42 19.03
MULTI-STAGE CENTRIFUGAL BLOWER SYSTEM**PART 1 GENERAL**

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. American Bearing Manufacturers' Association (ABMA).
 2. American Iron and Steel Institute (AISI).
 3. American National Standards Institute (ANSI).
 4. American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE): 52.2, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size.
 5. American Society of Mechanical Engineers (ASME): PTC-10, Performance Test Code on Compressors and Exhausters.
 6. ASTM International (ASTM): A48/A48M, Standard Specification for Gray Iron Castings.
 7. National Electrical Manufacturer's Association (NEMA): MG 1, Motors and Generators.
 8. Occupational Safety and Health Administration (OSHA).
 9. Underwriters Laboratories, Inc. (UL):
 - a. 674, Electric Motors and Generators for Use in Division 1 Hazardous (Classified) Locations.
 - b. 1283, Standard for Safety for Electromagnetic Interference Filters.

1.02 DEFINITIONS

- A. Actual Cubic Feet per Minute (acfm): Air volume in cubic feet per minute corrected to Site conditions of elevation, temperature, and relative humidity.
- B. Brake Horsepower (BHP): (Shaft) Standard curve horsepower required, corrected for pressure and temperature at inlet conditions.
- C. Discharge Pressure: Pressure in pounds per square inch gauge (psig) at blower discharge flange at rated capacity.
- D. Inlet Cubic Feet per Minute (icfm): Air volume in cubic feet per minute entering blower at inlet pressure and temperature conditions corrected for Site conditions and includes inlet filter and inlet line losses.
-
- E. Overall Efficiency: Total efficiency for motor, drive, and blower from motor terminals to pumped air.

- F. Pressure Rise: Difference between pressure at discharge flange and inlet flange.
- G. Standard Cubic Feet per Minute (scfm): Air volume in cubic feet per minute corrected to standard conditions of 68 degrees F, 14.70 psia, and 36 percent relative humidity.

1.03 SYSTEM DESCRIPTION

A. Design Requirements:

Design Requirements	
Capacity, scfm (Notes 1 and 3)	7,500
Capacity, icfm (Note 2)	9,192
Barometric Pressure, psia	13.1
Inlet Pressure at compressor flange, psia (Note 1)	12.9
Inlet Air Temperature, deg. F (Guarantee Point)	100
Relative Humidity, %	30
Discharge Pressure at Compressor Discharge Flange, psia (Note 3)	22.1
Shaft Brake Horsepower, BHP (Notes 1, 2)	450
Motor Horsepower	500
Minimum Blower Efficiency at Blower Maximum Efficiency Point, Percent	74
Maximum Inlet Air Temperature	100 °F
Minimum Inlet Air Temperature	-10 °F
Minimum Flow at Design Conditions, icfm	5,000
Minimum Pressure Rise to Surge at maximum flow, psi	1.0
Minimum Pressure Rise to Surge at 70 percent of maximum flow, psi	0.5
Max Impeller Tip Speed, fps	426
Minimum First Critical Speed	Note 6
Minimum turndown	Note 4
Blower Inlet Size, inches (Note 5)	20
Blower Discharge Size, inches (Note 5)	18
Notes: 1. See Article Definitions. 2. Flow and brake hp guaranteed to plus/minus 4 percent, not to exceed motor nameplate horsepower at 1.0 service factor. 3. Discharge pressure guaranteed to plus 4/minus 0 percent. 4. Meet reduced flow condition of 5,000 icfm and discharge pressure of 22.1 psia minimum without entering a surge condition under specified inlet conditions. 5. Sizes shown are for full flange minimum connection sizes of blower. Piping with mechanical accessories which transition up to these sizes is not acceptable. 6. First critical speed shall be at least 20 percent above blower operating speed.	

1.04 SUBMITTALS

A. Action Submittals:

1. Shop Drawings:
 - a. Make, model, weight, and horsepower of each equipment assembly.
 - b. Gross weight of individual assemblies packaged for shipment to allow Buyer to determine required capacity of unloading equipment.
 - c. Layout of blower base, blower, electric motor, silencer, filter, and anchor bolts.
 - d. Cross-sectional details of each blower with complete cross-referenced material list.
 - e. Details of motor and drive components including couplings.
 - f. Details of flexible couplings, including list of materials.
 - g. Sectional details of check valves, including list of materials.
 - h. Performance data of blower including:
 - 1) Blower curves showing pressure, capacity, and horsepower demand over entire range from shutoff to maximum capacity.
 - 2) Indicate separately on a performance curve the pressure, capacity in inlet cubic feet per minute (icfm), horsepower demand, and overall efficiency at guarantee point, and capacity above which unit should be operated to preclude surging.
 - 3) Furnish performance curves at full speed and a minimum of four points of inlet throttling to indicate specified volume turndown. Include minimum of four curves that cover operating temperature range.
 - 4) Complete motor rating and performance guaranteed values and data on protective features.
 - i. Drawings and performance information for silencers and filters.
 - j. Detailed structural, mechanical, and electrical drawings showing equipment fabrications and interface with other items; include dimensions, size, and locations of connections to other work, and weights of associated equipment.
 - k. Functional description of internal and external instrumentation and controls to be supplied including list of parameters monitored, controlled, or alarmed.
 - l. Local Control Panel information, including: Elevation drawings showing construction and placement of operator interface devices and other elements, schematic and wiring diagrams, nameplate schedule, bill of materials, manufacturer descriptive information on major components.

- m. Power and control wiring diagrams for any blower skid-mounted devices, including terminals and numbers.
- n. Manufacturer descriptive information for motor current transformer.
- o. Motor information as specified in Section 26 20 00, Low-Voltage AC Induction Motors.
- p. Coating technical information that demonstrates compliance with the Specification.
- q. Inlet Throttling Valve information, including: Manufacturer descriptive information on valve and electric actuator, schematic and wiring diagrams, and data sheets, with application-specific features and options clearly identified.

B. Informational Submittals:

- 1. Manufacturer's Certificate of Proper Installation, in accordance with Section 01 43 34, Special Services, including specific reference to meeting maximum noise level requirements, and painting/coating system(s).
- 2. Seismic anchorage and bracing design basis information:
 - a. Equipment operating weight and center of mass.
 - b. Recommended size and type of anchor bolts.
- 3. Special shipping, storage and protection, and handling instructions.
- 4. Manufacturer's written installation instructions.
- 5. Test Results:
 - a. Certified unwitnessed performance test to ASME PTC-10 standards of blower to be delivered.
 - b. Local Control Panel tests: Proper operation, construction, electrical connection, and function.
 - c. Factory and field test results, reports, and certifications.
 - d. Impeller balancing reports.
- 6. Motor submittals, as specified under Section 26 20 00, Low-Voltage AC Induction Motors.
- 7. Routine maintenance requirements prior to plant startup.
- 8. Operation and Maintenance Manual: As specified in Section 01 30 00, Administrative Requirements.

1.05 EXTRA MATERIALS

A. Provide the following spare parts:

- 1. Local Control Panel indicating lamp elements: Five, each type/color.
- 2. Local Control Panel fuses: Five, each type/rating.

B. Delivery: In accordance with Section 01 61 01, Product Requirements.

PART 2 PRODUCTS

2.01 GENERAL

- A. To ensure unity of responsibility, blowers, motors, bases, motorized inlet control valve, check valve, flexible connectors, controls, and accessories specified herein shall be furnished and coordinated as a complete system by a single blower manufacturer.
- B. All parts shall be 100 percent inspected regarding tolerances and dimensions of each component in the blower construction.
- C. Provide motor-driven, multistage, centrifugal type blowers, complete with the specified accessories.
- D. Safety Devices: Provide per OSHA Standards.

2.02 SERVICE CONDITIONS

- A. Suitable for continuous operation with the following conditions:
 - 1. Minimally Heated Building:
 - a. Inlet Air Temperature: -10 to 100 degrees F.
 - b. Relative Humidity: 20 to 100 percent.
 - c. Building Temperature: 50 to 100 degrees F.

2.03 BLOWER

- A. Features:
 - 1. Multistage, centrifugal type, with outboard-mounted bearing construction in which impellers are keyed to a shaft supported by antifriction-type bearings.
 - 2. Materials: Manufacturer's standard, unless otherwise specified herein.
 - 3. Blower shall be driven through inlet end.
 - 4. Speed of each blower shall be constant.
 - 5. Equip blower with intake filter/silencer.
 - 6. Blower shall draw outside air through inlet air filters and discharge into a main air header.
- B. Nominal Operating Speed: 3,550 rpm.
- C. Casing:
 - 1. ASTM A48/A48M, Class 30 cast iron suitably ribbed to withstand a 25 psig maximum casing pressure.

2. Provide diffuser sections that receive air from upstream impeller and guide air into next impeller. Diffusing vanes shall be an integral part of section housing.
3. Diaphragm: ASTM A48/A48M, Class 30 cast iron, integrally with casing.
4. Inlet and Outlet Connections: ANSI 125-pound drilled and tapped flange pattern, fabricated as an integral part of the heads. Inlet and outlet position to match existing aeration blowers.

D. Impellers:

1. Impellers shall be cast aluminum.
2. Cast impellers shall be ANSI AA319 accurately formed and machined on exterior surfaces and have no cracks or porosity.
3. Cast impellers to be of three-dimension design for smooth and efficient air flow.
4. Keyed to shaft with a one-piece key which extends entire length of impeller hub.
5. Individually dynamically balanced.
6. Individually replaceable without requiring dynamic rebalancing of entire rotating assembly to maintain factory vibration specifications.
7. Vibration of impeller/shaft assembly shall not exceed 1 mil in the vertical plane when measured at blower bearing housing.

E. Shaft:

1. AISI 4140 solid carbon steel, accurately machined and ground to size.
2. Size to transmit the maximum applied power and to carry radial loads without excessive deflection.

F. Bearings:

1. Antifriction type designed for an ABMA L-10 rating life of 100,000 hours.
2. Mounted in housing outboard of casing head.
3. Housings arranged to permit inspection and replacement of bearings without having to disconnect piping or disassemble blower.
4. Provide constant level oilers for bearing lubrication.

G. Seals:

1. Labyrinth type where compressor shaft passes through both inlet and outlet heads.
2. Replaceable without disconnecting inlet or discharge piping.
3. Provide interstage shaft seals to ensure minimum leakage between stages.

H. Coupling:

1. Flexible coupling with OSHA coupling guard.
2. Rated not less than 125 percent of the motor nameplate horsepower.
3. All metal, flexible disc, spacer type; Thomas or equal.

I. Baseplate:

1. Furnish each blower unit with baseplate of adequate size to support blower, motor, lubrication system, and accessories.
2. Provision for suitable anchorage, including seismic requirements: The blower unit and its baseplate shall be designed and arranged for anchorage by others in accordance with the following:
 - a. Equipment and baseplate will be installed on and anchored to a reinforced concrete equipment pad.
 - b. Baseplate shall provide multiple anchorage points, sized and located for use with embedded anchor bolts. Anchor bolts and pad design will be provided by others.
 - c. The unit will be located in a moderate seismic region.
3. Single unit construction of fabricated steel, provided with lifting lugs, and of sufficient rigidity for anchorage requirements and to permit lifting it with equipment mounted without distortion or other damage to baseplate or to component parts.
4. Allow for laser alignment and ensure vibration levels of 1 mil or less.
5. Pedestals shall be of sufficient strength and rigidity to withstand maximum allowable forces and moments of piping attached to equipment mounted thereon without adversely affecting shaft alignment at couplings.
6. Seams and contact edges between shapes and plates shall be continuously welded and ground smooth.
7. Furnish vibration isolator base pads.

J. Dynamically balance each complete rotating assembly to ensure mechanical vibration does not exceed 1-mil double (total) amplitude, when measured on bearing housing at design speed.

K. Manufacturers and Products: Spencer Turbine Company, Power Mizer Series 6000. No approved equals.

2.04 MOTOR

A. See attached supplement, Induction Motor Data Sheet.

2.05 ACCESSORIES

A. Reinforced Flexible Connections:

1. Elastomeric arched type flexible connection on discharge and inlet of each blower.
2. Sized to allow piping movement without exceeding manufacturer's force allowance at the blower flange.
3. ANSI 125-pound flanges
4. Thrust ties on discharge connection.
5. Material selected to meet specified operating pressures and temperatures.

B. Inlet Throttling Valve and Electric Motor Actuator:

1. Inlet Throttling Valve:
 - a. Provide 20-inch lug-style butterfly valve, resilient seated, for low pressure process air service.
 - b. Lug style cast-iron body, aluminum bronze discs, Type 316 stainless steel one-piece stem, self-lubricating sleeve type bushings, EPDM replaceable resilient seat suitable for operating temperatures up to 250 degrees F, 15 psi working pressure rating, bubble-tight at 15 psi differential pressure, valve body to fit between ANSI Class 150 flanges.
 - c. Manufacturers and Products:
 - 1) Bray Controls; Series 31.
 - 2) Tyco/Keystone; Model AR2.
2. Electric Motor Actuator:
 - a. Size for 1-1/2 times required operating torque. Motor stall torque not to exceed torque capacity of valve.
 - b. Suitable for full 90-degree rotation of quarter-turn valves or for use on multiturn valves, as applicable.
 - c. Manual override handwheel.
 - d. Valve position indication.
 - e. Size motors for continuous duty.
 - f. Electric power supply from Local Control Panel: 120 Vac, single-phase, 60-Hz.
 - g. Provide valve position transmitter, as required for the blower controls.
 - h. Provide electronic positioned, suitable for 4-20 mA dc position input signal from Local Control Panel.
 - i. Manufacturers and Products:
 - 1) Flowserve Limitorque; L120.
 - 2) Rotork: A Range.

C. Bearing Monitoring:

1. Provide vibration and temperature detection for each blower bearing.
2. Vibration Sensors:
 - a. Provide 2-wire analog vibration detectors, as recommended by manufacturer, suitable for blower shutdown by velocity or displacement.
 - b. Manufacturer: IMI.
3. Temperature detection:
 - a. Provide resistance temperature detectors (RTDs), as recommended by manufacturer.
 - b. RTDs shall be 100-ohm platinum-type.

D. Check Valve:

1. Wafer type for each blower; installed in blower discharge piping.
2. Cast-iron body, stainless steel pin and spring, and two semicircular cast-iron or aluminum plates.
3. Seat:
 - a. Viton or silicone for high temperature operation.
 - b. Elastomeric hinges will not be allowed.
4. Manufacturer: Techno Corporation.

2.06 INLET AIR FILTER/SILENCER

A. For each blower, disposable panel filters suitable for variable air volume:

Capacity (icfm), minimum	10,000
Maximum pressure drop	3 inches of water
Outlet dimension (inches)	20

1. Filter Housing:
 - a. Welded steel with manufacturer's standard enamel finish.
 - b. Removable weather hoods and filter holding mechanism to allow positive sealing and quick release for filter service and replacement.
 - c. ANSI B16.5, 150-pound bolt circle for attachment.
 - d. Not less than eight filters per housing.
2. Filter Media: Waterproof felted synthetic or glass fiber mats.
3. Minimum Dust Removal Efficiency: 99 percent on 10 microns.
4. Filter shall provide at least 5 dB of sound attenuation at octave bands centered at 500-Hz and higher.

B. Manufacturer and Product: Universal FSH series, flange mounted.

2.07 EQUIPMENT IDENTIFICATION PLATES

- A. Provide 16-gauge Type 304 stainless steel identification plate securely mounted on each separate equipment component and control panel in a readily visible location. Plate shall bear 3/8-inch high engraved block type black enamel filled equipment identification number and letters indicated in this Specification.

2.08 BLOWER CONTROL SYSTEM

- A. Local Control Panel:
 - 1. Provide the blower with a Local Control Panel (LCP), suitable for mounting separately, but adjacent to the unit. Provide Hoffman, or equal.
 - 2. Provide the LCP with the following features:
 - a. Enclosure: NEMA 12. Concealed door hinges. Multi-point door latches.
 - b. Operator Interface and Panel display(s): All operator controls and indicators shall be front-mounted on the panel door. Provide integrated or individual alpha-numeric controllers and display(s), as required by the specified functions. Indicating lights shall be LED-type, push-to-test. Switches and indicating lights shall be heavy-duty oiltight-type.
 - c. Control logic and instrumentation: Logic may incorporate discrete relay, analog electronics, and/or PLC-based logic in accordance with manufacturer's standard. Blower shutdown logic shall be fail-safe.
 - d. Panel assembly shall be labeled in accordance with UL 508A.
 - e. Control Power: Panel shall be suitable for 120 Vac, single-phase power supply (by others). Provide suitable surge suppression device and input power circuit breaker.
 - f. Other requirements: Provide numbered terminal blocks and wiring. Provide suitable routing and separation of power and signal circuits. Enclose wiring in suitable ducts. Provide adhesive-attached, engraved plastic nameplates for panel and devices.
 - 3. Inputs: Digital, discrete dry-contact, analog, or as required.
 - a. Remote RUN control: N.O. momentary or maintained dry contact from Process Control System (PCS).
 - b. Motor current: 0-5 ampere ac current input signal from motor controller (current transformer provided under this section).
 - c. Motor ON status: Maintained dry contact closure from motor controller.
 - d. Blower inboard bearing temperature: 3-wire RTD.
 - e. Blower outboard bearing temperature: 3-wire RTD.

- f. Blower inboard bearing vibration: 2-wire analog vibration sensor signal.
 - g. Blower outboard bearing vibration: 2-wire analog vibration sensor signal.
 - h. Header pressure: 4-20 mA_{dc} analog signal from PCS.
 - i. Inlet Throttling Valve position: 4-20 mA_{dc} analog position signal from valve actuator.
4. Outputs:
- a. Power supply to Inlet Throttling Valve actuator: 120 Vac, single-phase, with overcurrent protection.
 - b. Master control mode in REMOTE: Dry contact closure to PCS.
 - c. Blower RUN control: Dry contact closure to motor controller.
 - d. Common alarm: Dry contact closure to PCS.
 - e. Motor current: 4-20 mA_{dc} signal to PCS.
 - f. Blower ON status: Dry contact closure to PCS.
 - g. Inlet Throttling Valve control: 4-20 mA_{dc} position signal to valve actuator.
5. Features and Functions:
- a. Power ON/OFF switch and indicating light.
 - b. Alarm RESET pushbutton.
 - c. Internal power supplies as required. Provide overcurrent protection.
 - d. LOCAL/OFF/REMOTE master control mode selector switch. In REMOTE mode, operate blower in response to remote RUN control.
 - e. START and STOP pushbuttons (LOCAL mode).
 - f. Blower surge/overload monitoring: Monitor 0-5 ampere motor current signal and detect surge and overload conditions. Indicate each condition. Indicate motor current. Provide motor current signal to PCS. Shut down blower on either condition.
 - g. Blower ON indicating light.
 - h. Blower bearing temperature monitoring: Monitor each bearing RTD and provide high temperature shutdown. Indicate temperature. Provide alarm indicating light.
 - i. Blower bearing vibration monitoring: Monitor each bearing vibration sensor and provide high vibration shutdown. Indicate vibration level. Provide alarm indicating light.
 - j. Shutdown and alarm monitoring and control: Under each shut down condition, automatically shut down blower and provide common alarm output until manually reset. Provide internal time delay functions as required.
-

- k. Inlet Throttling Valve monitoring and control: Provide blower header pressure control by modulating valve on basis of header pressure. Indicate header pressure. Provide AUTO/MANUAL control mode selector switch. Controller shall permit entry of pressure set point in MANUAL mode. Provide valve position control signal to valve. Accept valve position signal from valve and indicate.
- B. Provide suitable window-type current transformer with 0-5 ampere secondary output, for installation in motor controller by others.

2.09 FACTORY TESTING

- A. Notify Engineer 2 weeks in advance of factory testing. Engineer shall be permitted to witness factory testing at its discretion.
- B. Mechanical Testing:
 - 1. Test each blower over a minimum one hour period at manufacturer's facility using motor that will be delivered with blower.
 - 2. Test for compliance with vibration and discharge temperature.
- C. Operational Testing:
 - 1. Test each blower over a minimum one hour period at manufacturer's facility using motor that will be delivered with blower.
 - 2. Test blowers for vibration, discharge temperature, and mechanical integrity.
- D. Performance Testing:
 - 1. Perform tests at manufacturer's facility in accordance with ASME PTC-10.
 - 2. Testing shall be completed at manufacturer's facility using motor that will be delivered with blower.
 - 3. Test for capacity, efficiency, and brake horsepower at rated capacity and at lower flow rates necessary to accurately plot performance curves.
 - 4. Correct test data to the specified Site conditions and plot performance curves. Curves shall include inlet icfm versus discharge pressure, brake horsepower, and efficiency. Clearly show surge point for each capacity curve.
 - 5. Include blower serial number and impeller combination on each curve.
 - 6. Tolerances:
 - a. No minus tolerance on discharge pressure.
 - b. Flow and brake horsepower guaranteed plus or minus 4 percent or to manufacturer's standard, whichever is the most stringent.

- c. Brake horsepower indicated by testing and corrected to specified Site conditions shall not exceed motor nameplate rating at 1.0 service factor.
- 7. Submit certified blower performance curves at least 10 days prior to shipment.
- E. Motor tests: Provide in accordance with Section 26 20 00, Low-Voltage AC Induction Motors.

2.10 FACTORY FINISHES

- A. Prepare, prime, and finish coat in accordance with Manufacturer's standard enamel finish for the intended service and conditions for all products. Color as selected by Owner.

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

- A. Functional Test: Prior to plant startup, inspect and test for proper alignment, operation, and connection. Check for correct rotation and provide required motor and bearing lubrication.
- B. Run blower for a minimum of 4 hours. Record motor amperage and voltage, ambient air temperature, pressure at inlet and discharge, inlet valve position, bearing temperature, and bearing vibration.
- C. Simulate and test surge and bearing vibration and temperature shutdown and alarm functions.
- D. Manually set inlet valve position and confirm valve goes to correct position and provides correct position feedback signal.

3.02 MANUFACTURER'S SERVICES

- A. Manufacturer's Representative: Present at Site or classroom designated by Owner, for minimum person-days listed below, travel time excluded:
 - 1. 2 person-days for inspection and functional testing, and completion of Manufacturer's Certificate of Proper Installation, startup and Site training.
- B. See Section 01 43 34 Special Services.

3.03 SUPPLEMENTS

A. The supplement listed below, following “End of Section,” is a part of this Specification:

1. Induction Motor Data Sheet.

END OF SECTION

INDUCTION MOTOR DATA SHEET	
Project: <u>Twin Falls Wastewater Treatment Facility Blower Procurement</u>	
Owner: <u>City of Twin Falls</u>	
Equipment Name: <u>Aeration Blower</u>	
Equipment Tag Number(s): <u>B-BLR-01-4 (Blower), LCP BLR-01-4 (Local Control Panel)</u>	
Type: <u>Squirrel-cage induction meeting requirements of NEMA MG 1</u>	
Manufacturer: For multiple units of the same type of equipment, furnish motors and accessories of a single manufacturer.	
Hazardous Location: <input type="checkbox"/> Furnish motors for hazardous (classified) locations that conform to UL 674 and have an applied UL listing mark.	
Motor Horsepower: <u>500</u>	Guaranteed Minimum Efficiency at Full Load: _____ percent
Voltage: <u>460</u>	Guaranteed Minimum Power Factor at Full Load: _____ percent
Phase: <u>3</u>	Service Factor (@ rated max. amb. temp.): <input checked="" type="checkbox"/> 1.0 <input type="checkbox"/> 1.15
Frequency: <u>60</u>	Enclosure Type: ODP _____
Synchronous Speed: <u>3,600</u> rpm	<input type="checkbox"/> Multispeed, Two-Speed: _____ / _____ rpm
<input checked="" type="checkbox"/> Thermal Protection: <u>Winding</u> <u>RTDs</u>	Winding: <input type="checkbox"/> One <input type="checkbox"/> Two
<input type="checkbox"/> Space Heater: _____ volts, single-phase	Mounting Type: <input checked="" type="checkbox"/> Horizontal <input type="checkbox"/> Vertical
	<input type="checkbox"/> Vertical Shaft: <input type="checkbox"/> Solid <input type="checkbox"/> Hollow
	<input type="checkbox"/> Vertical Thrust Capacity (lb): Up _____ Down _____
	<input type="checkbox"/> Adjustable Speed Drive: See Section 26 29 23, Low-Voltage Adjustable Frequency Drive System.
	Operating Speed Range: _____ to _____ % of Rated Speed
	<input type="checkbox"/> Variable Torque
	<input type="checkbox"/> Constant Torque
Additional Motor Requirements: <input checked="" type="checkbox"/> See Section 26 20 00, Low-Voltage AC Induction Motors.	
Special Features: <u>Provide oversized junction box</u>	

NOTE TO BIDDER: Use ink for completing this Bid Form.

BID FORM

1. BID RECIPIENT.

1.1. This Bid is submitted to:

Buyer: City of Twin Falls

Address: 321 2nd Avenue East, Twin Falls, ID 83301

Project: Aeration Blower #4 Equipment Package

1.2. Undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in Bidding Documents to furnish Goods and Special Services as specified or indicated in Bidding Documents for the prices and within the times indicated in this Bid and in accordance with other terms and conditions of Bidding Documents.

2. BIDDER'S ACKNOWLEDGEMENTS.

2.1. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with disposition of Bid security. Bid will remain subject to acceptance for 60 days after Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

3. BIDDER'S REPRESENTATIONS.

3.1. In submitting this Bid, Bidder represents that:

3.1.1. Bidder has examined and carefully studied Bidding Documents, related data identified in Bidding Documents, and the following Addenda, receipt of all of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

3.1.2. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or furnishing of Goods and Special Services if required to do so by Bidding Documents, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

3.1.3. Bidder is familiar with and is satisfied as to Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and furnishing of Goods and Special Services.

3.1.4. Bidder has carefully studied and correlated information known to Bidder; information commonly known to Sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under Bidding Documents.

3.1.5. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in Bidding Documents, and written resolution thereof by Engineer is acceptable to Bidder.

3.1.6. Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services for which this Bid is submitted.

4. BIDDER'S CERTIFICATIONS

4.1. Bidder certifies that:

4.1.1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

4.1.2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

4.1.3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

4.1.4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.1.4:

4.1.4.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

4.1.4.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish Bid prices at artificial noncompetitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

4.1.4.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish Bid prices at artificial, noncompetitive levels; and

4.1.4.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

5. BASIS OF BID.

5.1. Lump Sum Price: Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the following price(s) which include all taxes:

LUMP SUM BID PRICE \$ 175,000.00 *

6. TIME OF COMPLETION. *Per attached COMMENTS, QUALIFICATIONS and EXCEPTIONS.*

6.1. Bidder agrees that furnishing of Goods and Special Services will conform to schedule set forth in Agreement.

6.2. Bidder accepts the provisions of the Agreement as to liquidated damages.

7. DEFINED TERMS.

7.1. Terms used in this Bid with initial capital letters have meanings stated in the Instructions to Bidders, General Conditions, and the Supplementary Conditions.

A Corporation

Corporation Name: The Spencer Turbine Company

State of Incorporation: Conneticut

Type (General Business, Professional, Service, Limited Liability): Limited Liability

By: Paul Burdick, December 7, 2011
(Signature - attach evidence of authority to sign) - Note: Vice-President (Officer)

Name (typed or printed): Paul Burdick

Title: Vice-President, Business Development (CORPORATE SEAL)

Attest: Chet Adamczyk, Chet Adamczyk
(Signature of Corporate Secretary)

Business Address: 600 Day Hill Road
Windsor, CT 06095-4706, "USA"

Phone No.: 860-688-8361 Facsimile: 860-688-0098

E-mail Address: cadamczyk@spencer-air.com
or marketing@spencer-air.com

A Limited Liability Company (LLC)

LLC Name: _____

State in Which Organized: _____

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business Address: _____

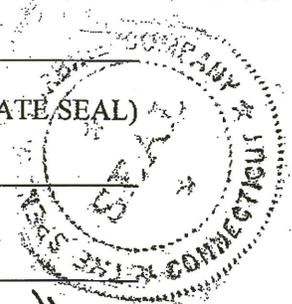
Phone No.: _____

E-mail Address: _____

Spencer
Blowers & Vacuum Systems with an Engineering Edge

The Spencer Turbine Company
600 Day Hill Road
Windsor, CT 06095-4706
860.688.8361, ext. 352
800.232.4321
Fax 860.688.0098
pburdick@spencer-air.com
www.spencerturbine.com

Paul S. Burdick
VP, Business Development



AGREEMENT FORM

THIS AGREEMENT is between The City of Twin Falls ("Buyer")
and The Spencer Turbine Company ("Seller").

Buyer and Seller, hereby agree as follows:

1. GOODS AND SPECIAL SERVICES.

1.1. Seller shall furnish Goods and Special Services as specified or indicated in the Contract Documents. Goods and Special Services to be furnished are described in Section 01 11 19, Purchase Contracts.

2. THE PROJECT.

2.1. The Project for which Goods and Special Services may be the whole or only a part of is generally described as follows: One aeration blower package consisting of a multistage centrifugal blower, motor, control panel, inlet throttling valve and accessories for a complete system.

3. ENGINEER.

3.1. The Contract Documents for the Goods and Special Services have been prepared by CH2M HILL, Inc., which is to act as Buyer's representative, assume all duties and responsibilities, and have rights and authority assigned to Engineer in the Contract Documents in connection with Seller's furnishing of Goods and Special Services.

4. POINT OF DESTINATION.

4.1. The Point of Destination is designated as: Twin Falls Wastewater Treatment Plant, 350 Canyon Springs Road West, Twin Falls, Idaho, 83301.

5. CONTRACT TIMES.

5.1. Time of the Essence:

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

5.2. Milestones:

5.2.1. Date for Submittal of Shop Drawings and Samples: Seller shall submit Shop Drawings and Samples required by the Contract Documents to Buyer for Engineer's review and approval within 30 days after date when Contract Times commence to run as provided in Paragraph 2.04 of the General Conditions. It is the intent of the parties that:

5.2.1.1. Engineer conduct such review and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 14 days of Engineer's receipt of such Shop Drawings and Samples; and

5.2.1.2. Resubmittals be limited whenever possible. If more than one resubmittal is necessary for reasons not the fault and beyond the control of Seller, then Seller shall be entitled to seek appropriate relief under Paragraph 7.02.B of the General Conditions.

5.2.2. Date for Delivery of Goods: Deliver Goods to the Point of Destination and ready for Buyer's receipt of delivery on (or within a period of 15 days prior to) the 112th day after the date when the Contract Times commence to run as provided in Paragraph 2.04 of the General Conditions.

5.2.3. Days for Furnishing Special Services: The furnishing of Special Services to Buyer will commence within 10 days after Buyer's acknowledgement of receipt of delivery of Goods, and shall be completed within 15 days after successful installation.

5.3. Buyer's Final Inspection:

5.3.1. Buyer shall make its final inspection of the Goods pursuant to Paragraph 8.01.C of the General Conditions within 10 days after Buyer's acknowledgement of receipt of delivery of the Goods and Seller's completion of furnishing Special Services, if any. Date shall be adjusted equitably if Seller fails to deliver the Goods or furnish Special Services in compliance with the Milestones established in above paragraphs of this Agreement.

5.4. Liquidated Damages: Buyer and Seller recognize that Buyer will suffer financial loss if Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within times specified in Paragraph Date for Delivery of Goods herein, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize timely performance of services by others involved in the Project are materially dependent upon Seller's specific compliance with requirements specified in Date for Delivery of Goods. Further, they recognize the delays, expense, and difficulties involved in proving actual loss

suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$1,000 for each day that expires after the time specified in Paragraph Date for Delivery of Goods.

6. CONTRACT PRICE.

6.1. Buyer shall pay Seller for furnishing Goods and Special Services in accordance with the Contract Documents in current funds as follows:

6.1.1. A Lump Sum of \$ 175,000.⁰⁰ per attached COMMENTS, QUALIFICATIONS and EXCEPTIONS

7. PAYMENT PROCEDURES.

7.1. Submission and Processing of Payments: Seller shall submit Applications for Payment in accordance with Article 10 of the General Conditions. Applications for Payment will be processed by Engineer in accordance with the General Conditions.

7.2. Progress Payments: Buyer shall make progress payments on account of Contract Price on the basis of Seller's Application for Payment as follows:

7.2.1. Upon receipt of first Application for Payment submitted in accordance with Paragraph 10.01.A.1 of the General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.02.A of the General Conditions, an amount equal to 15 percent of the Contract Price, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.

7.2.2. Upon receipt of second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.01.A.2 of the General Conditions, an amount sufficient to increase total payments to Seller to 90 percent of the Contract Price, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.

7.3. Final Payment: Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment Buyer shall pay Seller amount recommended by Engineer less sum Buyer is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

8. SELLER'S REPRESENTATIONS.

8.1. In order to induce Buyer to enter into this Agreement, Seller makes the following representations:

8.1.1. Seller has examined and carefully studied the Contract Documents and other related data identified in Bidding Documents, as applicable to Seller's obligations to furnish Goods and Special Services.

8.1.2. If required by Bidding Documents to visit Point of Destination and site where the Goods are to be installed or Special Services will be provided, or if in Seller's judgment, any local condition may affect cost, progress or furnishing of Goods and Special Services, Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to observable local conditions that may affect cost, progress, or furnishing of Goods and Special Services.

8.1.3. Seller is familiar with and is satisfied as to Laws and Regulations that may affect cost, progress, and furnishing of Goods and Special Services.

8.1.4. Seller has carefully studied, considered, and correlated information known to Seller; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Seller's visits, if any, to the Point of Destination and site where the Goods are to be installed or Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Contract Documents.

8.1.5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and written resolution thereof by Engineer is acceptable to Seller.

8.1.6. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

9. CONTRACT DOCUMENTS.

9.1. Contents: The Contract Documents consist of the following:

- 9.1.1. This Agreement (pages 1 to 8, inclusive);
- 9.1.2. Supply Contract Bond (pages 1 to 4, inclusive);
- 9.1.3. General Conditions (pages 1 to 21, inclusive);
- 9.1.4. Supplementary Conditions (pages 1 to 7, inclusive);
- 9.1.5. Specifications as listed in Table of Contents of the Project Manual dated _____;
- 9.1.6. Addenda (Numbers ____ to ____, inclusive);
- 9.1.7. Exhibits to this Agreement (enumerated as follows):
 - 9.1.7.1. Seller's Bid solely as to prices set forth therein (pages _____ to _____, inclusive);
- 9.1.8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - 9.1.8.1. Notice to Proceed (pages ____ to ____, inclusive);
 - 9.1.8.2. Change Order(s);
 - 9.1.8.3. Work Change Directive(s);

9.2. The documents listed in above are attached to this Agreement (except as expressly noted otherwise above).

9.3. There are no Contract Documents other than those listed above in this Article.

9.4. The Contract Documents may only be amended, or supplemented as provided in Paragraph 3.04 of the General Conditions.

10. MISCELLANEOUS.

10.1. Defined Terms: Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

10.1.1. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically but without

limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge assignor from any duty or responsibility under the Contract Documents.

10.2. Successors and Assigns: Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.3. Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.4. Seller's Certifications: Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this paragraph:

10.4.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

10.4.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Buyer, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

10.4.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

10.4.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.5. Limitations:

10.5.1. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Contract. Upon assignment the terms of this paragraph shall be binding upon the assignee with respect to Seller and Buyer. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.

10.5.2. Upon assignment the terms of this paragraph shall be binding upon both the Buyer and assignee with respect to Seller's liability, and upon Seller with respect to both Buyer's and assignee's liabilities. The terms of this mutual limitation do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification with respect to third-party claims, losses, and damages; (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.

WORK PACKAGE C
BLOWER PROCUREMENT PACKAGE

CITY OF TWIN FALLS, ID

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement. Counterparts have been delivered to Buyer and Seller. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement). (date)

Buyer: City of Twin Falls

Seller: Spencer Turbine Company

By: _____
(Corporate Seal)

By: _____
(Corporate Seal)

Attest: _____

Attest: _____

Address for giving notice:

Address for giving notice:

600 Day Hill Road
Windsor, CT 06095
"USA"

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

Agent for service of process:
Eric Duden, isi West
801-718-6518

Designated Representative:

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

Name: _____

Designated Representative:

Title: _____

Name: Chet Adamczyk

Address: _____

Title: Sr. Sales Engineer, Spencer

Phone: _____

Address: 600 Day Hill Road Windsor

Facsimile: _____

Phone: 800-232-4321 ext. 317 CT

Facsimile: 860-688-0098

END OF SECTION



COMMENTS, QUALIFICATIONS, and EXCEPTIONS to CITY OF TWIN FALLS, ID “AERATION BLOWER #4 EQUIPMENT PACKAGE”

Reference: Spencer Quotation # WW10710007, Revision 1 dated December 7, 2011

The following is an integral part of this Spencer “Bid” Quotation.

A. BID FORM:

- 1) Paragraph 2.1: **This price and delivery is valid only until December 16, 2011.** Each January, our material suppliers impose yearly price increases. Also, delivery is critical due to the long lead-time of the motor. If end of April 2012 shipment is required with site delivery the first week of May, we must release this job for procurement in December 2011. If award is made in January 2012 a 3% price increase will apply and delivery will be 18 weeks after a full release purchase order or submittal approval.
- 2) Paragraph 3.1: There are no Addendums.
- 3) Paragraph 3.1.2: We do not see a need to visit the jobsite. Note that Spencer had supplied and assisted in start-up of the aeration blowers at Twin Falls in 2000.
- 4) Paragraph 3.1.3: Note that Spencer has no means of researching all laws and local rules and regulations that may govern this supply. We assume that since our equipment has been operating successfully at Twin Falls for over a decade that we are compliant. If the Engineer is aware of a law, rule or regulation that may affect us, please submit to Spencer’s attention for review and comment.
- 5) Paragraph 5.1: Spencer’s lump sum bid price does not include taxes. Note that Spencer is not authorized to collect taxes in Idaho.
- 6) Paragraph 6: See above item A.1 regarding the schedule.
- 7) Paragraph 6.2: See below item B.3 regarding Liquidated Damages.

B. AGREEMENT FORM:

- 1) Paragraph 5.2.1: Spencer will not supply “Shop Drawings and Samples”. We will supply a blower print with dimensions duplicating performance and dimensions of the original blowers. We will also submit cut sheets and data for the accessories: motor, inlet-actuated valve, filter-silencer, expansion connections, check valve and a control panel drawing and schematic. With the exception of a change in the inlet-actuated valve all other components are performance and dimension duplicates of existing Spencer supplied Twin Falls equipment.

The Spencer Turbine Company

600 Day Hill Road, Windsor, CT 06095-4706 ♦ 800-232-4321 ♦ 860-688-8361 ♦ Fax 860-688-0098 ♦ www.spencerturbine.com

Blowers Gas Boosters Central Vacuum Systems Separators Tubing & Fittings Electrical Control Panels System Accessories



**COMMENTS, QUALIFICATIONS, and EXCEPTIONS to CITY OF TWIN FALLS,
ID “AERATION BLOWER #4 EQUIPMENT PACKAGE, page 2, continued:”**

- 2) Paragraph 5.2.1: Spencer will transmit its submittal documents on January 27th or sooner. These documents will be submitted “For Information”. As previously noted and with an overall 16 to 20 week fabrication lead time, a full release purchase order must be received at Spencer by December 16th in order to achieve an end of April shipment with on site delivery the first week of May 2012.
- 3) Paragraph 5.4: Liquidated Damages (LDs) are acceptable to Spencer per the following: (a) LDs shall apply only if Twin Falls incurs actual damages for delayed delivery, (b) LDs will begin 25 weeks after Spencer’s receipt of an acceptable and full fabrication release purchase order, (c) LDs will not exceed 5% of the value of the purchase order and (d) LDs are limited to \$100.00 per day.
- 4) Paragraph 6.0: Spencer will agree to the following modified Payment Procedure. Note that all payments are net 30 days:

15% for Procurement and Submittals.....scheduled for January 27th 2012
80% for Shipmentscheduled for April 27th 2012
5% Retention for Start-Up Completion...scheduled no later than June 15th, 2015

Note that if start-up is delayed beyond June 15th retention will be reduced to 2.5% reflecting actual start-up costs.
- 5) Paragraph 8.1.3: See above item A.4
- 6) Paragraph 10.5: See below items for specific limitations on Warranty and Liability.

C. STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS

- 1) Paragraph 2.04: Note above A.1 regarding Release to Proceed with Fabrication.
- 2) Paragraph 2.06: Note above Paragraph B.4 regarding Progress Payment Schedule.
- 3) Paragraph 2.07: Note that Spencer will participate in a post award teleconference but there is no provision in our pricing to attend a post award on site conference.
- 4) Paragraph 4.02: Attached is Spencer’s Certificate of Insurance. Note that any increases in limits or coverage will be at additional charge.

The Spencer Turbine Company

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**COMMENTS, QUALIFICATIONS, and EXCEPTIONS to CITY OF TWIN FALLS,
ID “AERATION BLOWER #4 EQUIPMENT PACKAGE, page 3, continued:”**

- 5) Paragraph 5.05: Note item A.5 above regarding taxes.
- 6) Paragraph 5.08: WARRANTY: Note that Spencer’s warranty is limited. The warranty time period shall end the sooner of eighteen (18) months after shipment or twelve (12) months after start-up, acceptance or beneficial use. The warranty is also limited to the repair and/or replacement of defective equipment only and specifically excludes consequential and incidental damages.
- 7) Paragraph 5.09: INDEMNIFICATION: Spencer is responsible for all damages, losses and all claims that are directly caused by Spencer’s gross negligence and misconduct. Total liability is limited to the value of this purchase order.
- 8) Paragraph 6.02: Spencer’s pricing includes freight (insured dedicated truck) to the jobsite. Question: Is there a loading dock at the site? The FOB point is our Windsor CT factory.
- 9) Paragraph 6.02: See item C.8 above.
- 10) Paragraph 8.01: Spencer’s pricing includes an unwitnessed ASME PTC-10 Code performance test at Spencer’s factory. While Spencer welcomes factory inspection and visitors Spencer’s pricing does not include the price for a witnessed test and Spencer will not reimburse the Buyer or Engineer for any travel and per diem expenses associated with visiting the Spencer factory.
- 11) Paragraph 11.01: Buyer has the right to cancel this order anytime provided that Spencer is paid for all work performed.

D. SUPPLEMENTARY CONDITIONS

- 1) SC-4.01 and 401.B: Note on the day of bid Spencer has not yet received a quote for a Supply Bond. At this time, a Supply Bond shall be considered non-applicable. When the furnishing is confirmed the added cost for a Supply Bond is \$3,500.00 and will be added to the initial progress payment.
- 2) SC-4.02: See item C4 above and the attached Certificate of Liability Insurance.

**CHET ADAMCZYK, Sr. Sales Engineer, Municipal WWT
THE SPENCER TURBINE COMPANY
December 7, 2011**

The Spencer Turbine Company

600 Day Hill Road, Windsor, CT 06095-4706 ♦ 800-232-4321 ♦ 860-688-8361 ♦ Fax 860-688-0098 ♦ www.spencerturbine.com

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Amendment No. 1

To the Contract Documents for the Purchase of Aeration Blower #4 Equipment Package for the City of Twin Falls, Idaho

Issued by CH2M HILL
December 8, 2011

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the purchase of Aeration Blower #4 Equipment Package for the City of Twin Falls, ID as fully and completely as if the same were set forth therein:

PART 1 - BIDDING REQUIREMENTS

1. Section 00 41 63, Bid Form, Page 1, Paragraph 2.1. Delete in its entirety and replace with the following:

"2.1 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with disposition of Bid security. Bid will remain subject to acceptance until December 16, 2011, or for such longer period of time that Bidder may agree to in writing upon request of Buyer."

2. Section 00 41 63, Bid Form, Page 3, Paragraph 5.1. Increase LUMP SUM BID PRICE to **One Hundred Seventy-Nine Thousand (\$179,000)** to account for:

- Supply Contract Bond costs that were not included in original Bid (\$3,500), and
- Increased cost to expedite delivery of 500 hp motor from 12 weeks to 8 weeks (\$500).

PART 2 - CONTRACT FORMS

1. Section 00 52 63, Agreement, Page 2, Paragraph 5.2.1. Delete in its entirety and replace with the following:

"5.2.1 Date for Submittal of Shop Drawings and Samples: Seller shall submit Shop Drawings and Samples required by the Contract Documents to Buyer for Engineer's review and approval by January 27th, 2012."

2. Section 00 52 63, Agreement, Page 2, Paragraph 5.2.2. Delete in its entirety and replace with the following:

"5.2.2 Date for Delivery of Goods: Deliver Goods to the Point of Destination and ready for Buyer's receipt of delivery on (or within a period of 15 days prior to) May 30, 2012 as provided in Paragraph 2.04 of the General Conditions."

3. Section 00 52 63, Agreement, Page 2, Paragraph 5.4. Delete in its entirety and replace with the following:

"5.4 Liquidated Damages: Buyer and Seller recognize that Buyer will suffer financial loss if Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within times specified in Paragraph Date for Delivery of Goods herein, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize timely performance of services by others involved in the

Project are materially dependent upon Seller's specific compliance with requirements specified in Date for Delivery of Goods. Further, they recognize the delays, expense, and difficulties involved in proving actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$500 for each day that expires after the date specified in Paragraph Date for Delivery of Goods. Liquidated damages shall not exceed the value of the Contract Price."

4. Section 00 52 63, Agreement, Page 3, Paragraph 7.2.2. Delete in its entirety and replace with the following:

"7.2.2 Upon receipt of second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.01.A.2 of the General Conditions, an amount sufficient to increase total payments to Seller to 95 percent of the Contract Price, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions. If Buyer's request for Special Services are delayed beyond August 31, 2012, an amount sufficient to increase total payments to Seller to 97.5 percent of the Contract Price, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions. "

5. Section 00 73 05, Supplementary Conditions. Add the following new paragraph:

"5.09.D Total liability of Seller is limited to limits of the Sellers insurance amount."

PART 4 - SPECIFICATIONS

1. Section 44 42 19.03, Multi-stage Centrifugal Blower System, Page 12, Paragraph 2.09.A. Delete in its entirety.
2. Section 44 42 19.03, Multi-stage Centrifugal Blower System, Page 12, Paragraph 2.09.D.1. Delete in its entirety and replace with the following:

"2.09.D.1. Perform tests at Manufacturer's facility in accordance with Manufacturer's standard performance test procedure. The test does not need to be witnessed."