

**Welcome to tonight's City Council meeting!**

The elected officials of the City of Bonners Ferry are appreciative of an involved constituency. Testimony from the public is encouraged concerning issues when addressed under the Public Hearing portion of the agenda. Any individual who wishes may address the council on any issue, whether on the agenda or not, during the Public Comments period. Normal business will preclude public participation during the business portion of the meeting with the discretion left to the Mayor and Council.

**Vision Statement**

Bonners Ferry, "The Friendliest City", strives to achieve balanced growth, builds on community strengths, respects natural resources, promotes excellence in Government, and values quality of life.

**AGENDA**  
**CITY COUNCIL MEETING**  
**Bonners Ferry City Hall**  
**7232 Main Street**  
**267-3105**  
**March 18, 2014**  
**7:00 p.m.**

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

**PUBLIC COMMENTS**

Each speaker will be allowed a maximum of five minutes, unless repeat testimony is requested by the Mayor/Council

**GUESTS**

Toni Hackwith, Magnuson, McHugh and Company – Present Fiscal Year 2013 Financial Statements

**REPORTS**

Police/Fire/City Administrator/Economic Development Coordinator/Urban Renewal District

**CONSENT AGENDA**

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Treasurer's Report
4. Approval of March 4, 2014 Regular Council Meeting Minutes

**OLD BUSINESS**

5. City – Third Reading of Ordinance Amending Title 5, Chapter 4, Bonners Ferry City Code Concerning Curfew of Minors (attachment)
6. City – Consider Adoption of Ordinance #540 Amending Title 5, Chapter 4, Bonners Ferry City Code Concerning Curfew of Minors
7. Planning and Zoning – Authorize Mayor to Sign Contract with Ruen-Yeager and Associates for Planning and Zoning Administration (attachment)
8. City – Authorize Mayor to Sign Contract with Urban Renewal Agency for Document Storage (attachment)
9. Water/Sewer – Discuss Standby Time

**NEW BUSINESS**

10. Golf – Discuss Golf Contract (attachment)
11. Street – Discuss Drainage Issues (attachment)

12. City – Set Fiscal Year 2015 Budget Hearing Date (attachment)
13. City – Authorize Mayor to Sign Annual Excavation Contracts with Mike Kelly Excavating, Dennis Fitch Construction, and KG&T Septic Service (attachment)
14. Electric – Approve Purchase of Two Reclosers (attachment)
15. Pool – Approve Purchase of Commercial Heater for Swimming Pool (attachment)
16. Pool – Approve Purchase of ADA Lift (attachment)
17. Water - Discuss Leak Testing (attachment)
18. Electric/Water/Sewer – Approve Purchase of Forklift (attachment)
19. Water – Approval to Quote Waterline Replacement for Bonner Street and Comanche Street (attachment)

**EXECUTIVE SESSION PURSUANT TO IDAHO CODE 67-2345, SUBSECTION 1**

- (a) Consider hiring a public officer, employee, staff member or individual agent.
- (b) 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.
- (c) Conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.
- (d) Consider records that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code.
- (e) Consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.
- (f) 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.
- (g) Engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed.

**ADJOURNMENT**

**NEXT MEETING DATE**

**INFORMATION**

ORDINANCE NO. 540

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SECTION 5-4-1 OF BONNERS FERRY CITY CODE CONCERNING THE CURFEW FOR MINORS, CURFEW EXCEPTIONS, AND RESPONSIBILITIES OF BUSINESS OWNERS, OPERATORS, OR EMPLOYEES; AMENDING SECTION 5-4-2 OF BONNERS FERRY CITY CODE CONCERNING PARENTAL RESPONSIBILITY FOR CURFEW VIOLATIONS OF MINORS; ENACTING A NEW SECTION, 5-4-3 OF BONNERS FERRY CODE PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING SEVERABILITY; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, it is in the interest of the City of Bonners Ferry to protect children's health and welfare which includes their care, guidance and control and a child who is unaccompanied by an adult having custodial rights or an adult person designated by a person having custodial rights and who is found to be on the public streets, highways, roads, alleys, parks, playgrounds or other public grounds, places, buildings, place of amusement, eating places, vacant lots and other locations unsupervised by such adult having the lawful authority to be at such place between the hours of ten thirty o'clock (10:30) P.M. and four o'clock (4:00) A.M. is at a greater risk for injury, becoming a victim of a crime, being involved in criminal activity, being a danger to persons or property or otherwise being subject to danger;

WHEREAS, the Mayor and City Council have deemed it in the public interest to establish and enforce a curfew for minor children within the City of Bonners Ferry, and further deem it in the public interest to amend the existing curfew ordinance in order to clarify the restrictions and responsibilities prescribed therein.

NOW THEREFORE, be it ordained by the Mayor and Council of the City of Bonners Ferry, Idaho as follows:

**Section 1: That Bonners Ferry City Code Section 5-4-1 is hereby amended to read as follows:**

5-4-1: CURFEW:

A. Imposed: It shall be unlawful for any person under the age of eighteen (18) years to be in or upon any street, highway, road, alley, park, playground or other public places or buildings, or places of amusement, eating establishments, vacant lots and/or any other place without being accompanied by an adult having custodial rights or an adult person designated by the adult having custodial rights of said minor between the hours of ten thirty o'clock (10:30) P.M. on Sunday, Monday, Tuesday, Wednesday, or Thursday until four o'clock (4:00) A.M. of the following day, and twelve o'clock (12:00) midnight until four o'clock (4:00) A.M. on Friday or Saturday. ~~the streets, alleys or any unoccupied public or private place within the limits of the city, or to enter or be or remain in any motion picture theater, confectionery store, dance hall, pool hall or any other place of entertainment or business within the city limits at any time between the hours of ten thirty o'clock (10:30) P.M. and four o'clock (4:00) A.M. (either Standard or war time or Daylight Saving Time), except on Friday and Saturday nights, or between the hours of twelve o'clock (12:00) midnight and the hour of four o'clock (4:00) A.M. on Friday and Saturday nights, unless such minor person is then and there accompanied by at~~

least one of his or her parents or by his or her guardian or by some other person having the legal custody of such minor person.

**B. Exceptions:**

The provisions of this chapter shall not apply in cases where the minor is:

1. Accompanied by the minor's parent or guardian;
2. On an errand at the direction of the minor's parent or guardian, without any unauthorized detour, delay or stop;
3. In a motor vehicle involved in interstate travel;
4. Engaged in an employment activity, or going to or returning home from an employment activity, without any unauthorized detour, delay or stop;
5. Involved in an emergency;
6. Attending an official school, religious, recreational, or other activity supervised by adults and sponsored by the City of Bonners Ferry, Boundary County, a civic organization, or another similar entity that takes responsibility for the minor, or going to or returning home from such activity, without any unauthorized detour, delay or stop; or
7. Exercising first amendment rights protected by the United States constitution, such as the right of free exercise of religion, freedom of speech, and the right of assembly, or going to or returning from such activity, without any unauthorized detour, delay, or stop.

~~;~~ Written Permit: Provided, however, that any parent or guardian or other person having the legal custody of any such minor child may give a written permit to such child to go upon any lawful and necessary errand or to go to and return from any place or places at which such child may be employed, at any time of the day or night, and such permit, when in the possession of such child, shall be an excuse and justification for such child being upon such streets or alleys, and provided further, that any such minor child or children upon the streets or alleys of the city between the hours aforesaid shall have such written permit upon his, her or their person and in his, her or their possession for the inspection of any police officer of the city; and such permit or permits given to such child shall be made and dated as of the date of the use thereof and no such permit shall be of any force or effect except for or during the day of its issuance.

~~C. Duty To Enforce:~~ It is hereby made the duty of the police, or other peace officers, of the city to take up any and all such permits which do not conform with the provisions of this section and thereupon to arrest the child or children having such permit or permits in his, her or their possession:

~~D C. Responsibility Of Owner, Proprietor Or Clerk Operator, or Employee:~~ The owner, operator, or any employee of an establishment commits an offense under this chapter if he or she knowingly allows a minor, without permission of a parent or guardian, to be present upon the premises of the establishment during curfew hours, unless the establishment is involved in rendering services for an emergency or is a designated "safe place" and the minor is seeking emergency help, shelter, or care. It is a defense to prosecution under this section that the owner, operator, or employee of an establishment asked the minor to leave the premises and promptly notified the Bonners Ferry City Police Department that a minor is present on the premises of the establishment during curfew hours and refuses to leave. It shall be unlawful for any owner, proprietor, clerk or other person in charge of any motion picture theater, dance hall, pool hall, confectionery store or any other place of entertainment or business within the city to knowingly, wilfully or negligently admit any such minor person to such motion picture theater, dancehall, pool hall, confectionery store or any other place of entertainment or business within the city, or to permit any such minor person to remain therein or thereat at any time between the hours specified in subsection A of this section,

~~unless such child is then and there accompanied by at least one of his or her parents or by his or her guardian or by some other person who has the legal custody of such minor child, or unless such child is then and there in possession of a permit as provided by subsection B of this section.~~

**Section 2: That Bonners Ferry City Code Section 5-4-2 is hereby amended to read as follows:**

**5-4-2: PARENTAL RESPONSIBILITY:**

It shall be unlawful for the parent, guardian or other person having legal custody of a child or any adult person designated by the person having legal custody of a person under the age of eighteen (18) years to permit and/or allow said minor to be upon any public streets, highways, roads, alleys, parks, playgrounds or other public grounds, places, buildings, places of amusement, eating places, vacant lots or other locations without having designated an adult person or said parent, guardian or other legal custodian supervising said child between the hours established in 5-4-1(A) of this chapter, excluding the exceptions as set forth in 5-4-1(B) of this chapter. A violation of this provision shall be punishable in accordance with the penalties set forth in this chapter.

~~A. Failure To Supervise: It is unlawful for the parent, lawful guardian or other person, excepting a foster parent, lawfully charged with the care or custody of a child under the age of sixteen (16) years of age to fail to supervise said child and by reason of failure to supervise said child:~~

- ~~1. Commits an act bringing the child within the purview of the juvenile corrections act, chapter 5, title 20, Idaho Code, or commits a crime for which the child is required to be tried as an adult, or for which jurisdiction under the juvenile corrections act is subject to waiver pursuant to chapter 5, title 20, Idaho Code; or~~
- ~~2. Fails to attend school or is not comparably instructed as provided in section 33-202, Idaho Code; or~~
- ~~3. Violates a curfew law.~~

~~B. Exemption:~~

- ~~1. A person shall not be subject to prosecution of the provisions of this section if the person:~~
  - ~~a. Is the victim of the act bringing the child within the purview of the provisions of chapter 5, title 20, Idaho Code; or~~
  - ~~b. Reported the act of the child to the local law enforcement agency, the juvenile court, the department of health and welfare or other appropriate authority as provided by law;~~
- ~~2. A person shall not be subject to prosecution under the provisions of subsection A of this section if the person shows to the satisfaction of the court that the person took reasonable steps to control the conduct of the child at the time the person is alleged to have failed to supervise the child.~~

~~C. Violation By Parent Or Guardian: A person who either pleads guilty or is found guilty of a violation of this section shall be guilty of a misdemeanor and be ordered by the court to:~~

- ~~1. Restitution: Pay restitution to or make whole any victim who suffers an economic loss as a result of the juvenile's conduct in accordance with the standards and requirements of Idaho Code sections 19-5304 and 19-5305 providing that restitution ordered to be paid shall not exceed two thousand five hundred dollars (\$2,500.00).~~
- ~~2. Fine: Pay a fine not to exceed one thousand dollars (\$1,000.00) together with court costs.~~
- ~~3. Parenting Classes: The court may, in lieu of imposing a fine, with the consent and agreement of the defendant, order the defendant to complete parenting classes or undertake such other treatment or counseling as the court deems appropriate and, upon the satisfactory completion of the classes, treatment, or counseling to the satisfaction of the court, the court may, thereupon discharge the person or, if the person fails to complete the program to the satisfaction of the court, may impose the penalty provided in this section.~~
- ~~4. Contempt Proceedings: The person violating any order of the court shall be subject to contempt proceedings as provided by chapter 6, title 7, Idaho Code, in addition to other penalties authorized pursuant to this section.~~

~~D. Juvenile Violation: When a child commits any of the acts set forth in subsection A of this section, the parent, lawful guardian or other person excepting a foster parent lawfully charged with the care or custody of the child may be charged, by citation or summons, with the offense of failure to supervise a child, unless the person with lawful custody is a foster parent. Upon a first offense, the officer may serve a copy of the ordinance upon the parent, lawful guardian or other person, other than a foster parent, as a warning of the penalties. This service shall be documented by the officer. (Ord. 448, 7-13-1999)~~

**Section 3: That a new section, 5-4-3, of Bonners Ferry City Code is hereby adopted and shall read as follows:**

**5-4-3: PENALTIES:**

A person who violates any provision of this chapter shall be guilty of a misdemeanor punishable as a misdemeanor under the laws of the State of Idaho, or shall be subject to the provisions of the Juvenile Corrections Act of the State of Idaho as applicable.

**Section 4: PROVISIONS SEVERABLE:** The provisions of this Ordinance are hereby declared to be severable and if any provision of this Ordinance or application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

**Section 5: EFFECTIVE DATE:** This ordinance shall be effective upon its passage and publication in the manner provided by law.

APPROVED by the Mayor and City Council of the City of Bonners Ferry this \_\_\_\_\_ day  
of \_\_\_\_\_, 2014.

CITY OF BONNERS FERRY, IDAHO

BY: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk, City of Bonners Ferry



**RUEN-YEAGER & ASSOCIATES, INC.**  
ENGINEERS ♦ PLANNERS ♦ SURVEYORS

**AGREEMENT BETWEEN CLIENT AND CONSULTANT**

**Project Name:** City of Bonners Ferry Planning Services  
**Project No.:** S133016 **Date:** February 28, 2014 **Project Manager:** LMA

**I. RECITAL**

This Agreement is made as of February 28, 2014 between City of Bonners Ferry (the Client), and Ruen-Yeager & Associates, Inc. (the Consultant). The Client requests that the Consultant perform consulting services in accordance with accepted standards of practice and provisions of law. In general, the work to be performed is:

Provide a planner to perform land use planning services for the City, as assigned by the Mayor, city council or city administrator, including but not limited to, site plan reviews for building permits, application reviews for subdivision and zoning, workshops for both planning and zoning commission and council and any work deemed appropriate by the City. The parties agree that the planner to be assigned by the Consultant shall be Lisa Ailport, AICP. In order to maintain continuity, the Consultant shall not substitute planners to perform the services without the written authorization by the City.

Client and Consultant, in consideration of their mutual covenants, herein agree in respect of the performance of consulting services by the Consultant and the payment for those services by the Client as set forth below.

**II. SCOPE OF SERVICES**

Under this agreement, the Consultant's services are strictly limited to the items described above.

**III. BASIS OF FEE**

The estimated fee to perform the Scope of Services is: \$50.00/hour for Administrative duties plus mileage (based on IRS "Standard Mileage" in effect at time of travel)

It is suggested that the City look at providing a pass through cost of \$68.00/hour plus mileage (based on IRS "Standard Mileage" in effect at time of travel)

The Client will pay the Consultant as follows: LUMP SUM  TIME & MATERIALS

Invoices shall be submitted: Weekly  Bi-weekly  Monthly  Upon Completion

The Client shall make an initial payment (Retainer) of: N/A Dollars N/A

THIS RETAINER SHALL BE HELD BY THE CONSULTANT AND APPLIED AGAINST THE FINAL INVOICE.

The Fee does not include any applicable permit(s), agency review(s), or application fees. These items shall be billed separately, and are not included in the contract amount. Generally, it is not possible to determine an exact fee during the initial consultation and project definition. Fees are subject to a variety of factors that cannot be sufficiently determined until work has progressed on a project; therefore, costs discussed during the initial phase of the project are estimates only and are to be accepted as such. Should the Client desire, a fee limit can be mutually arranged in writing, which provides that the Consultant will not work beyond the agreed upon limit without specific written authorization from the Client.

**IV. APPLICABLE LAWS**

Unless otherwise specified, this agreement shall be governed by the laws of the State of Idaho with the place of venue being Kootenai County, Idaho.



**V. TERMS AND CONDITIONS**

**A. GENERAL**

The Consultant intends to render services under this Agreement in accordance with generally accepted Consultant practices and makes no other warranty either express or implied. The Consultant shall not be responsible for acts of omission of any party or parties in the services covered by the Agreement other than his own. The Agreement represents the entire agreement between the Client and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only in writing signed by both the Client and the Consultant.

**B. SUCCESSORS AND ASSIGNS**

Client and Consultant each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement. Nothing herein shall be construed to give any right or benefits hereunder to anyone other the Client and the Consultant. Neither Client nor Consultant shall assign, sublet, or transfer any rights or interest in this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent, an assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates, and subcontractors, as he may deem appropriate to assist him in the performance of services hereinunder.

**C. PAYMENT**

For those items to be billed on lump sum basis, invoices will be submitted according to the specified period, and based on the percent completed of the project. For those items to be billed on a time and materials basis, invoices will be submitted according to the specified period, and based on our published rates.

For those items to be billed on a time and materials basis, it shall be understood that the estimated total fee is an estimated amount and shall not be exceeded without the written approval of the Client. Invoices shall be payable on receipt. If the invoice is not paid within 30 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate) and property on which work was performed shall be subject to liens in accordance with Idaho statutes on accounts unpaid 60 days after the invoice date. In the event any portion or all of an account remains unpaid the Client shall pay all costs of collection, including reasonable attorney's fees.

**D. TERMINATION**

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such notice shall be in writing. In the event of any termination, the Consultant shall be paid by the client for all services rendered to the date of termination.

**E. OPINIONS OF COST**

Since the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's method of determining prices, or over competitive bidding or market conditions. Opinions of probable cost provided for herein are to be made on the basis of Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that proposals, bids, or actual construction costs will not vary from Consultant's opinions of probable cost.

**F. INDEMNIFICATION**

The Client shall indemnify and hold harmless Consultant and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of Consultant's services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly employed by the Client (except the Consultant), or anyone for whose acts any of them may be liable.

**G. RISK ALLOCATION**

In recognition of the relative risks, rewards, and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any an all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, shall not exceed ten times our fee or \$50,000.00, whichever is less. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

**H. OWNERSHIP OF DOCUMENTS**

All documents produced by the Consultant under this agreement shall remain the property of the Consultant and may not be used by the Client for any other endeavor without the written consent of the Consultant.

**FOR THE CLIENT:**

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

**FOR THE CONSULTANT:**

SIGNATURE: Darius L. Ruen

DATE: February 28, 2014

PRINTED NAME: Darius L. Ruen, P.E.

Ruen-Yeager & Associates, Inc.

3201 North Huetter Road, Suite 102

Coeur d'Alene, Idaho 83814

(208) 292-0820 Fax (208) 292-0821

**SERVICES CONTRACT**  
Between  
**CITY OF BONNERS FERRY**  
And  
**BONNERS FERRY URBAN RENEWAL AGENCY**

AGREEMENT made between the CITY OF BONNERS FERRY, a municipal corporation organized pursuant to the laws of the state of Idaho, \_\_\_\_\_, Bonners Ferry, Idaho, herein after referred to as "CITY", and the BONNERS FERRY URBAN RENEWAL AGENCY, an urban renewal agency organized pursuant to the laws of the state of Idaho, whose principal place of business is in Bonners Ferry, Idaho, herein referred to as "BFURA".

WITNESSETH:

WHEREAS, BFURA seeks to have reasonable access to its files, but does not want to expend funds for a facility to meet these needs.

NOW THEREFORE, the CITY and BFURA agree as follows:

1. This Contract shall be effective from April 1, 2014 to September 30, 2015.
2. CITY agrees to provide records organization and safe storage/depository services to BFURA.
3. BFURA will supply originals or copies of all its' current files to the CITY, by way of the City Clerk or other designated staff person. New documents will be delivered to CITY staff as received.
4. CITY will organize files in a workmanlike manner, store them in a safe location, and supply such records as the agency might need to retrieve at the request of BFURA's administrator, attorney or board members.
5. BFURA will pay to CITY the sum of \$500.00 per year for such services.
6. CITY assumes no liability under this contract.
7. The parties agree that an employment relationship is not created by this agreement.
8. This agreement may not be assigned.
9. This agreement constitutes the entire agreement between the parties.

\_\_\_\_\_  
City of Bonners Ferry Mayor

\_\_\_\_\_  
BFURA CHAIRMAN

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

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

## Kris Larson

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**From:** Dick Staples <dstaples@jrssurveying.com>  
**Sent:** Friday, March 14, 2014 9:07 AM  
**To:** klarson@bonnersferry.id.gov  
**Subject:** FW: Minutes 03-11-14 Golf Committee Meeting  
**Attachments:** Proposed Contract Changes 3-13-14.docx

*Kris – I sent this yesterday to the committee members and Andrakay – got no feedback. So.....I guess you can go with the attached. It is the old contract with inserted changes/deletions and the addition of Appendix 'A'.*

*I'll plan on attending the Tuesday City Council meeting and if I get feedback from Committee members I'll address it then.*

*What time is the Council meeting?*

*Dick*

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**From:** Dick Staples  
**Sent:** Thursday, March 13, 2014 2:48 PM  
**To:** Brion Poston; Louise Carter; Steve Nelson; Linda Hiatt; Ralph Lotspeich; 'Andrakay Pluid'  
**Subject:** RE: Minutes 03-11-14 Golf Committee Meeting

*All:*

*At the Tuesday meeting we agreed to make the following recommendations to the City Council:*

- 1. A five (5) year contract renewal for Ralph Lotspeich (Kootenai View Golf Resources, Inc., an Idaho Corporation)*
- 2. If a mutually agreeable Lease could be reached between the City and Ralph the contract could be voided and replaced by a Lease agreement.*
- 3. That the base pay be increased at a Cost of Living increase of 3% per year since the last increase (6 years) or 18% - the base pay has remained at \$51,450 and would increase to \$60,711.*
- 4. That the Operator (Ralph) retain 100% (vs. 85%) of the driving range fees.*
- 5. That 20% of the Cart Shed fees to remitted to the Operator (Ralph)*
- 6. That a minimum maintenance and operation appendix be attached to the contract.*
- 7. That the rent from the club house be retained in a separate fund for maintenance and upkeep of said clubhouse.*

*I took the liberty of changing the existing contract and adding the Appendix "A" – additions and comments in red (except the Appendix) – deletions = strike through. It is attached. Let me know if we in harmony with this recommendation. I need to have this into Kris Larson tomorrow morning.*

*Thanks.*

*Dick*

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**From:** Kris Larson [<mailto:klarson@bonnersferry.id.gov>]  
**Sent:** Wednesday, March 12, 2014 11:37 AM  
**To:** Brion Poston; Dick Staples; Louise Carter; Steve Nelson; Linda Hiatt; Ralph Lotspeich; Stephen Boorman; 'Andrakay Pluid'  
**Subject:** Minutes 03-11-14 Golf Committee Meeting

Here are the unofficial minutes from last night's meeting.

Take care,

Kris

## AGREEMENT WITH INDEPENDENT CONTRACTOR

THIS AGREEMENT, by and between the CITY OF BONNERS FERRY, a municipal corporation, Owner, and Kootenai View Golf Resources, Inc., an Idaho corporation, Operator, and its principal shareholder, Ralph Lotspeich.

THE PARTIES SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THIS IS A PUBLIC COURSE, AND NOT SUBJECT TO PRIVATE RESTRICTIVE USES.

### WITNESSETH

1. **SERVICE NEEDED:** Owner owns a golf course located on U.S. Highway #2 and #95, approximately two miles South of the municipal limits of Owner, and Owner desires to have the following services performed there at:
  - a. Operation of golf pro shop in the clubhouse;
  - b. Operation of eating and drinking concession in the clubhouse;
  - c. Operation of golf play; including but not limited to setting up and scheduling tournaments, organizing playing groups (e.g., mixers and leagues);
  - d. Labor maintenance of the clubhouse;
  - e. Labor maintenance of equipment, grounds, and appurtenances; and
  - f. Operation of driving range.
2. **SERVICES OF OPERATOR:** Operator agrees to perform these services for Owner under the terms and conditions set forth hereunder which supports outdoor recreation.
3. **WORK TO BE PERFORMED**
  - a. PRO SHOP: Operator shall stock the pro shop at its sole expense with adequate inventory to supply the needs of the users of the course.
  - b. CONCESSIONS:
    1. Operator will maintain, at its sole expense, an inventory to provide adequate refreshments to the course users; and Operator has the exclusive right to fully use the clubhouse.
    2. Operator may obtain liquor by the drink license, beer license, and wine license, from the State of Idaho and the County of Boundary, and will operate a cocktail lounge at its sole expense on such occasions as Operator deems economically and environmentally feasible. All proceeds of the cocktail lounge shall belong to Operator. Operator will not neglect its other duties for service in the cocktail lounge.
    3. Any other concessions will be allowed only as approved by City Council and under such terms and conditions as specified.
    4. No amusement devices (electronic, pinball, or otherwise) shall be allowed on the premises.

5. SPECIFIC LEASE OF SPACE FOR THE PURPOSE OF DISPENCING AND SELLING ALCOHOLIC BEVERAGES: CITY OF Bonners Ferry, Lessor, does hereby lease to Kootenai View Golf Resources, Inc., OPERATOR, the clubhouse on the property described in Paragraph 9, for the purpose of dispensing and selling alcoholic beverages, including liquor and liquor by the drink for the term of March 1, 2008 through December 30, 2012.

c. GOLF COURSE BUSINESS

1. Operator will maintain order in the clubhouse, provide methods (at no expense to Owner) to encourage public use of the premises, and sell season tickets and collect green fees.
2. In the event that Operator proposes to make a use of the clubhouse and/or golf for a public or private purpose that is not covered by this agreement, then, and in that event, Operator shall not proceed with such use without first receiving approval from Owner.

d. COURSE RULES: Operator shall enforce the course rules as promulgated from time to time by the City Council.

e. PROMOTE COURSE USE: Operator will promote the use of the course.

f. CLEAN PREMISES: All ongoing routine labor, maintenance and repair of any item whatsoever, except as herein expressly excluded, and shall be at the expense of the Operator. City, at its sole expense, shall provide the following.

1. Water, electric and sewer utility service. Operator will pay all other utilities, including telephone and garbage.
2. Major repairs to the pumps and equipment as become necessary and other non-routine repair where outside shops or special services are required. Operator will consult with City in advance before incurring such as expense.
3. Repair of acts of God or vandalism.
4. The city shall be responsible for the cost of all parts and equipment and maintenance repair where outside shops or special services are required, except the Operator shall be responsible for the cost of maintenance and repair where the need for maintenance or repair is caused by its malfeasance or nonfeasance.

- g. MANAGEMENT: Operator shall operate the premises in a reasonable and prudent manner as would be done by a good golf course, pro shop, and bar manager and in a manner consistent with the rules and policies of the Owner.
  - h. DRIVING RANGE: Operator will operate and maintain the driving range. The parties agree and acknowledge that title to fixtures is exclusively in the owner.
  - i. SIGNS: Operator shall ensure that signs are displayed at the Clubhouse and on the course that indicates the course is funded by the "Land and Water Conversation Service".
  - j. ADVERTISING: All advertising by the Operator with regards to the Golf Course shall contain the Land and Water Conversation Service Logo or designation. Advertising will include identifying the areas as being publicly owned and operated as a public outdoor recreational facility
4. **PAYMENT**: Full payments by Owner to operator shall consist of the following:
- a. GREEN FEES, SEASON PASSES, PUNCH CARD and CART PATH FEES: Operator shall collect all green fees, season passes fees, punch cards fees, and cart path fees and shall deliver them each Friday before the 1st and 3<sup>rd</sup> Tuesday to the Owner with a proper accounting on Owner's form with a copy of the weekly golf registration book. Owner will then remit to Operator twenty (20%) percent of all green fees collected.
  - b. DRIVING RANGE FEES: Operator shall collect all driving range fees and shall deliver them each Friday before the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday to the Owner with a proper accounting on Owner's form. Owner will the remit to Operator ~~Eighty-five (85%)~~ 100% percent of all driving range fees collected.
  - c. CONCESSIONS: All costs and expenses of operating the concessions shall be paid by Operator, and Operator shall retain all profits and absorb all losses from such operation.
- Add CART SHED: The Owner shall remit to the Operator 20% of all fees collected for Cart Shed storage fees.
- d. OTHER CONSIDERATION: Owner will pay Operator FORTY-NINE THOUSAND DOLLARS ~~\$49,000.00~~ \$60,711 in ten (10) equal monthly payments to be made the 20<sup>th</sup> day of each month beginning on March 20<sup>th</sup> and ending on December 20<sup>th</sup> for the year ~~2008~~ 2014 through 2018. Any additional adjustments shall be made upon mutual agreement. First payment is due March 20, ~~2008~~ 2014 and final payment is due December 20, ~~2012~~ 2018.
  - e. PROFIT AND LOSS STATEMENT: On or before November 15<sup>th</sup>, ~~2008~~ 2014, Operator will deliver to Owner a complete Profit and Loss Statement on forms

provided by Owner. This profit and Loss Statement will be for the 12-month period ending on October 30<sup>th</sup>, 2008 2014. This paragraph shall apply to the operating years 2008 through 2012 2014 through 2018.

- f. CHARGE FOR BUILDING USE: THE Operator will pay to the Owner the sum of ~~FOUR HUNDRED SIXTY-EIGHT DOLLARS and 75/100 (\$468.75)~~ \$500.00 per month for each of the months March through October (a total of ~~THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS \$3,750.00~~ \$4,000) for the year 2008 2014; and a 5% increase for 2009 2015. Any additional adjustments shall be made upon mutual agreement. This charge is Owner's building by Operator. The owner shall hold the rent proceeds in a separate account for building improvements and maintenance.

5. **RELATIONSHIP OF PARTIES:**

- a. Owner and Operator agree that Operator shall be an independent contractor and not an employer-employee, agency, or any other relationship with Owner. Operator shall have full and complete control of their operations under this Agreement. As Operator employs additional personnel (Operator's employees), Operator will do so solely at its expense and Operator shall determine how many employees or agents it shall need, how it shall work, and its wage rates and employment conditions. As to such Operator's employees, Operator shall maintain its own payroll and payroll records, schedule its own wage payments and provide all insurance (including, but not limited to, workmen's compensation insurance) required by law.
- b. In the event the Operator needs information, authorization, or direction between Council meetings, the City's chain of authority to provide such shall be as follows:
1. City Administrators;
  2. Mayor.
- c. Owner shall have no control over the manner, methods, and means utilized by Operator in performing hereunder.
- d. Operator shall request purchases only through the City's purchasing department and such purchases shall be subject to City confirming that the purchase is within the budget limitations.

6. **LIABILITY:** Operator agrees to hold Owner harmless from any acts of malfeasance or nonfeasance done by Operator, its agents or Operator's employees.

The work performed under this contract will be performed entirely at Operator's risk and Operator assumes all responsibility for the condition of tools and equipment used in the performances hereunder, even if such tools and equipment are the property of Owner.

7. **DURATION:** This agreement shall be in force from ~~January~~ April 1, 2008 2014, December 31, 2012 2018. The minimum hours of operation are:

Opening day (determined by Operator with opening to be soon as soon as is reasonable without causing damage to the course)

Through May 31                      8:30a.m. - 6.30p.m.

June 1 through August 31        7:00 a.m. – 9:00a.m.

August 31 through closing        8:30 a.m. – 6:00 p.m.

Opening on Saturday, Sunday and holidays are 7:30 a.m. and closing on all Sundays and Mondays is 8:00 p.m. during the May 15 – August 14 period.

NOTE: Nothing herein shall be construed as prohibiting Operator from closing the clubhouse on days of such steady and heavy inclement weather that a reasonable person would not be golfing or use of the course could damage it.

Also, nothing herein shall prevent the parties from agreeing upon an earlier season closing if such is warranted by the weather.

8. **NON- APPROPRIATION:** Owner is an Idaho Municipal Corporation which by law has a fiscal year commencing October 1<sup>st</sup> each year and ends September 30<sup>th</sup> the following calendar year. In the event the Owner shall not appropriate funds to pay the obligation falling under this agreement after September 30<sup>th</sup> during the term of this contract then this agreement shall terminate and the provision of Section 21 shall be applied and the Operator shall be released from further duties under this agreement. If this agreement be terminated by reason of non-appropriation the Owner shall not let a contract to another operator(s) to perform the duties provided for herein. This will not however prohibit the continued operation of the facilities by the Owner through the use of its employees.

9. **OPTION TO RENEW:**

a. Operator shall have a conditional option to renew this contract for a one-year term, but the renewal contract shall not include this option without subsequent specific agreement by Owner.

b. If Operator intends to exercise this conditional option, it must do so by delivering notice of such intention to Owner so that Owner has physical possession of the notice at City Hall no less than sixty (60) days prior to the expiration of the term of this agreement. Within 30 days of receipt of Operator's option to renew, Owner will deposit in the mail addressed to the last known address of Operator a notification that Owner accepts the option exercised by Operator or rejects the same under Paragraph 8.3



c. The condition of this option is that Owner can reject same if Owner determines, with reasonable cause, that contractor did not perform this agreement in a good and workmanlike and contractor like manner.

10. **LOCATION:**

That part of Lot Three (3) sometimes known as and described as the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) lying South of the Great Northern Railroad right of way; the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4); the Southwest Quarter (SW1/4NE1/4); the Southwest Quarter of the Northeast Quarter (SW1/4NE1/4); Lot one (1) and the part of Lot Two (2) lying South and East of the Great Northern Railroad right of way; all in Section Nine(9), Township Sixty-one (61) North, Range One (1) East, B.M.

LESS the following described tracts:

TRACT A: Beginning at the Southwest corner of the tract herein described, an auto axle, from which point the intersection of the West line of Section Nine (9), Township sixty-one (61) North, Range One (1) East, B.M., with the center of the present Great Northern Railway bears North 84 Page degrees 47' West 2617.86 feet, said point of intersection being North 66 chains, more or less, from the Southwest corner of the said Section Nine (9), and running thence from the auto axle above described, North 87 degrees 54' East 136.60 feet to a one inch steel pin; thence North 16 degrees 19' East 198 feet to a two inch channel iron set on the South boundary of the State Highway; thence along the said South boundary South 80-degrees 25' West 201.11 feet to a one inch steel pin which is distance North 80 degrees 25' East 60.52 feet from a 6" x 6" concrete State Highway boundary monument; thence South 2 degrees 06' East 162.46 feet to the point of beginning and containing 2/3rds acres the including an easement upon the property adjacent on South for the purpose of repairing, improving, and maintaining the septic tank overflow line and drain field which is on April 8,1961, located thereon, so long as said drainfield is used by the owner of the hereinabove particularly described property.

TRACT B: All that part of Lot One (1) and all that part of the Southwest Quarter of the Northeast Quarter (SW1/4NE1/4) of Section Nine (9), Township Sixty-one (61) North, Range One (1) East, B.M., lying and being East of right of way of State Highway as described in deed from Bonners Golf Course, Inc. to State of Idaho, recorded at Book 35 of Deed at page 301, records of Boundary County, Idaho.

AND ALSO INCLUDING: All that part of Lot Five (5), Section Four (4), Township sixty-one (61) North, Range One (1) East, B.M., lying West of the State Highway.

LESS the following described tracts:

TRACT 1: A parcel of land described as follows: Beginning at the Northeast corner of Lot Five (5), Section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M., thence South along the East line of said Lot Five (5) rods; thence West 40 rods; thence 20 rods; thence; East 40 rods to the place of beginning.

TRACT 2: The North 20 feet of Lot Five (5), Section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M.

TRACT 3: A parcel described as follows: Commencing at a point 20 rods South of the Northeast corner of Lot Five (5), Section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M., thence South 84 feet to the West right of way line of State Highway #95, thence Southwesterly along said highway right of way line 408 feet, thence West 180 feet, thence North 254 feet, thence East 435 ½ feet.

TRACT 4: That part of Lot Five (5), Section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M., lying and being West of the Great Northern Railroad right of way; subject to an easement in favor of the State of Idaho for a highway right of way and an easement in favor of the City of Bonners Ferry, Idaho, for a water pipe line and appurtenances.

TRACT 5: A portion of Lot Five (5) in Section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M., described as: Commencing 1297 feet West of the Southeast corner of Lot Four (4), Section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M., to the place of beginning; thence South 209 feet; thence East 209 feet; thence North 209 feet' thence West 209 feet to the place point of beginning; containing one acre, more or less.

TRACT 6: Commencing at a point 20 feet South and 660 feet West of the Northeast corner of Lot Five (5), Section Four (4), township Sixty-one (61) North, Range One (1) East B.M., thence South 100 feet to a point, thence West 100 feet to a point, thence North 100 feet to a point, thence East 100 feet to the point of beginning.

11. **"GOLF COURSE" DEFINED:**

a. All improvements on said real property, including, but not limited by such inclusion:

1. turf and landscaping
2. practice green
3. driving range
4. all buildings of any type
5. automatic irrigation system
6. signing
7. fencing

b. Operating functions are all golf and appurtenant functions, including, but not limited by such inclusion:

1. Daily green fees plan
2. Pro Shop services for retail sales

3. Golf Club rental
4. Riding golf car rentals
5. Pull cart rentals
6. Food, drink and cocktail lounge service.

c. Nothing herein shall be construed as requiring Owner to provide any capital improvements of any kind or nature other than those existing the date hereof.

12. **BREACH:** Operator agrees to reimburse Owner's expenses and/or damages that arise from its failure to comply with the term thereof, or that may arise from any determination by court or board that Operator's actual or factual relationship to Owner is anything other than that of an independent contractor.
13. **COMPLIANCE WITH LAW:** Operator agrees to comply with all federal, state, and Municipal laws, rules, and regulations that are now or may in the future become applicable to Operator and its manner and method of operation or accruing under the performance of such operations. Operator agrees to comply with all civil rights laws and those laws that pertain to the Americans with Disabilities Act. Compliance will be demonstrated by signs (including civil and ADA) posted in visible public areas and statements in public brochures.
14. **STATE PARKS:** To the extent that the Idaho Director of Parks and Recreation has control of the golf course, Operator agrees to abide by its rules and regulations; and specifically, without limitation, to the extent it has control in such manners, the Idaho Director of Parks and recreation shall be the final arbiter in the dismissal of any employee on the grounds for lack of courtesy and necessary consideration to the general public.
15. **RATES:** Season ticket charges and greens fee charges will be set periodically and shall be set by Owner only. Owner will strive to set fees that are competitive with similar area facilities. All fees charged by Operator must be competitive with similar private facilities.
16. **ACCOUNTING;** Operator shall submit monthly, a financial statement covering all operations hereunder. Owner, at and all reasonable times, shall have access to any records maintained by Operator hereunder; including, but not limited by such inclusion, the right to make its own audits.
17. **LIABILITY INSURANCE:** Operator shall purchase and maintain insurance during the term of this agreement as follows:
  - a. Comprehensive general liability having limits of \$1,000,000.00 for bodily injury and property damages combined per occurrence and a \$2,000,000.00 annual aggregate limit, such limits shall include liquor liability.

b. The City of Bonners Ferry and its elected and appointed officials and employees shall be named as an additional insured, and provided with a certificate of insurance showing compliance with this section.

18. **ASSIGNMENT:** Operator shall not have the right to assign or otherwise transfer this agreement, or any part thereof, without the written consent of Owner.
19. **MANNER OF PERFORMANCE:** In every performance hereunder, Operator shall do it workmanlike and professionally; and Operator, at the termination of this Agreement, shall return the property to Owner in the condition as now is and becomes with additional capital improvements, reasonable wear and tear expected.
20. **TAXES:** Any taxes or license attributable to this agreement or operation hereunder shall be at the sole expense of Operator.
21. **TERMINATION OF OPERATOR'S SERVICES:**

a. This agreement may be terminated by either party for any reason with thirty (30) days notice to the other party.

b. In the event the Operator's services are terminated for any reason, including non-renewal of this agreement as provided for in Section 8, the Operator or its representative may elect to have the Owner purchase all merchandise and equipment in accordance with the following formula:

Floor merchandise, bar and snack bar inventory by age of merchandise:

00-06 months at invoice

07-12 months at 95% of invoice

13-24 months at 90% of invoice

25 months and older owner may refuse to purchase

Equipment:

Power golf carts, store equipment, fixtures, rental equipment, bar/snack bar equipment fixtures and any other categories which the parties may agree at the time of sale shall be included at the time of purchase. In the event the parties cannot otherwise establish a value they shall obtain two (2) estimates (one for each party) from dealers or other qualified persons and the average between the two (2) estimates will establish the sale price of each item.

The Owner may, as it deems necessary, require the Operator to compile an inventory of all merchandise and equipment subject of this provision, together with the value Operator believes should be assigned to each item.

In the event the Operator elects to have the Owner purchase the merchandise and equipment under this provision, they shall give the owner thirty (30) days written notice. Such notice shall include the inventory and valuation of the Operator believes should be assigned to the property and any merchandise and equipment that he Operator desires to exclude from this provision. The Operator shall also provide the Owner with proof that all debts incurred by the Operator in the operation of the contract are fully paid and satisfied and if any amount be unpaid the Owner may apply the proceeds of the purchase of the merchandise and equipment to the payment of such debts of the Operator as they deem fit.

If the Operator purchases any outside maintenance equipment, the City of Bonners Ferry shall not be obligated to purchase that equipment from the Operator.

The Owner shall, within thirty (30) days of receipt of such notice, inform the Operator of any disagreements concerning the items listed and assigned values. Within Sixty (60) days of contract termination by either party or upon signing of a new contract with a new contractor, whichever shall occur first, the owner shall pay the Operator as herein agreed.

22. **PERSONAL OBLIGATIONS OF RALPH LOTSPEICH AS PRINCIPAL SHAREHOLDER AND OFFICER OF OPERATOR:** The Operator and its principal shareholder and officer acknowledge that the Owner selected the Operator based up on the qualifications of its principal shareholder and officer, Ralph Lotspeich. One of the considerations in selecting Ralph Lotspeich was his knowledge, understanding and past relationship with the course, the prior operator and the patrons. Owner considered these criteria important to the successful operations of the course. It is further acknowledged that the personal services required of the Operator by this agreement are inseparable from the remaining provisions herein. It is therefore agreed that the Operator will at all times during the term of this agreement designate Ralph Lotspeich to perform its duties and will not without prior approval of Owner assign such duties to a third party. Ralph Lotspeich shall at all times be responsible for the supervision of any other agents and employees the Operator deems necessary to perform its duties as herein agreed and Ralph Lotspeich personally guarantee performance by the Operator of all the Operator's duties and obligations hereunder. A breach of this provision by, either Ralph Lotspeich or the Operator shall be cause for termination by the Owner.

23. SEE APPENDIX "A" FOR MIMIMUM REQUIREMENTS OF GOLF COURSE MAINTENANCE AND OPERATIONS.

The personal guarantees and agreements of Ralph Lotspeich herein are made only to the benefit of the Owner and shall not insure to the benefit of any third party.

DATED this \_\_\_\_\_ day of \_\_\_\_\_.

CITY OF BONNERS FERRY

By \_\_\_\_\_

Dave Anderson, Mayor

Attest:

\_\_\_\_\_  
Kris Larson, Clerk, City of Bonners Ferry

Kootenai View Golf Resources, Inc., an Idaho Corporation

By: \_\_\_\_\_

Ralph Lotspeich, Shareholder/Operator

Operator's principal officer and shareholder guarantees performances of all the duties and obligations of the corporation to the Owner as herein stated.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_

Ralph Lotspeich

**APPENDIX "A" — MINIMUM MAINTENANCE AND OPERATION REQUIREMENTS OF MIRROR LAKE GOLF COURSE .**

The minimum maintenance and operation requirements to be performed by OPERATOR with respect to the GOLF COURSE shall include the following:

1. Weather permitting, OPERATOR shall keep the Mirror Lake Golf Course open for play from at least May 1 through October 15 ("Peak Golfing Season") of each year of the lease term, and any renewal term, and may keep the course open for play on additional dates depending upon the weather.
2. With respect to the use of the course during the Peak Golfing Season, OPERATOR shall keep the course open seven (7) days a week with possible late start or mid-week partial day closures permitted for purposes of reasonably maintaining the Golf Course. A schedule will be set for annual maintenance with the understanding that weather conditions will dictate the actual dates.
3. OPERATOR shall not discriminate against individuals desiring to utilize the Golf Course on the basis of race, creed, color, national origin, marital status, sex, age, or physical, mental or sensory handicap, except, OPERATOR may set aside times for historical association events.
4. Weather permitting, it shall be the obligation of the OPERATOR to mow the greens a minimum four (4) times weekly during the Peak Golfing Season – preferably - Tuesday, Thursday, Saturday and Sunday. Tee areas will be mowed and moved as frequently as may be necessary, but no less than twice weekly during the Peak Golfing Season. All debris will be removed from the greens and tee boxes daily. Each fairway shall be mowed three times a week during the Peak Golfing Season – preferably Tuesday, Thursday, and Saturday. All irrigated roughs shall be mowed at least once weekly during the Peak Golfing Season. The OPERATOR will meet at least 3 times each season with the Golf Committee to discuss any concerns the OPERATOR or Committee may have.
5. The OPERATOR shall fertilize the following portions of the Mirror Lake Golf Course as frequently as necessary but at a minimum, according to the following schedule during each golfing season:
  - a. Each fairway and tee area shall receive a minimum of one (1) application of the appropriate amounts of fertilizer;
  - b. Each green shall receive a minimum of four (4) applications of the appropriate amounts of fertilizer;
  - c. Irrigated roughs will be fertilized with the fairways at least once per season.

The OPERATOR shall make further applications of fertilizer as required if the results of regularly conducted soil tests of all the above-referenced areas disclose a need for further fertilization.

6. The OPERATOR shall apply turf fungicides to all greens whenever necessary to control fungus.



7. The OPERATOR shall apply a top dressing material, as needed, to all greens during each golfing season. All materials needed therefore shall be supplied by the OPERATOR.
8. All greens shall be verticut or groomed as needed during the Peak Golfing Season.
9. All greens shall be aerated and sanded at least once annually during the golfing season.
10. The cups and tee markers shall be repositioned at least twice weekly during the peak Golfing Season.
11. Herbicides shall be applied to each tee area, fairway, and greens as needed.
12. The OPERATOR shall mow, fertilize, and maintain in good appearance all grounds and plantings around the Leased Premises.
13. All rest rooms shall be cleaned daily.
14. The Pro Shop shall contain a place for those desiring to golf the course to pay greens fees and other Golf Course use related fees.
17. The Pro Shop shall be stocked with equipment and merchandise with a wholesale value of the inventory of not less than Five Thousand Dollars (\$5,000) during the Peak Golfing Season.
18. At least four (4) sets of right-handed rental clubs and one (1) set of left-handed rental clubs shall be available for reservation or use during the Peak Golfing Season.
19. A minimum of twelve (12) power drive carts shall be available for rent during the Peak Golfing Season.
20. Tournaments shall be scheduled at the discretion of the OPERATOR, and notice of course closures for the public due to tournaments will be made available as soon as reasonably possible. The OPERATOR agrees that there certain annual tournaments held at Mirror Lake as outlined in Exhibit "X" and that these tournaments will be given priority in scheduling. The OPERATOR agrees that there will be a minimum of ??? number of tournaments based on Exhibit "X".  
  
*Exhibit X would include, but not be limited to the following: (1) Fry's Health Foundation Tournament, (2) Badger Booster Tournament(s), (3) Kootenai Tribe Tournament, (4) the Kootenai Cup, (5) the "3X9", (6) the Club Championship, (7) the Impossible Open, and (8) the Flannel Shirt Open. Most of these are tournaments that have been held annually for a number of years.*
21. Course closures as a result of tournaments shall be identified and posted as soon as reasonably possible after the tournaments are scheduled.
22. OPERATOR may establish a reasonable dress code for use on the golf course, restaurant, and Clubhouse facilities.



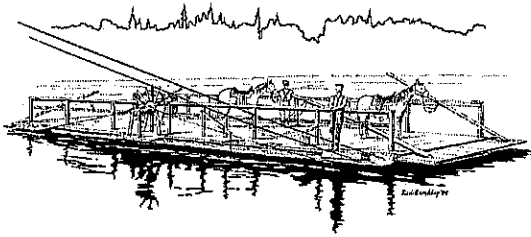
For the Accounting Periods: 10/12 - 9/13

Funds 1000-1000, Objects 399-399, Accounts 465000-465000

Fund/Account/ Doc/Line #	Description	Vendor/Receipt From	Acct. Period	Debit	Credit	Ending Balance
1000 GENERAL						
465000 Golf Course						
399 Other Contracted Services						
CL 340872 1	10/5-10/11/12 Commissions	KOOTENAI VIEW GOLF RESOURC	11/12	439.67		
CL 340872 2	10/12-10/21/12 Commissions	KOOTENAI VIEW GOLF RESOURC	11/12	196.18		
CL 340875 1	10/1-10/4/12 Commissions	KOOTENAI VIEW GOLF RESOURC	11/12	109.29		
CL 342201 1	Commissions 3/16-3/24/13	KOOTENAI VIEW GOLF RESOURC	4/13	2,819.17		
CL 342241 1	3/29-4/4/13 Commissions	KOOTENAI VIEW GOLF RESOURC	5/13	2,322.71		
CL 342241 2	4/5-4/11/13 Commissions	KOOTENAI VIEW GOLF RESOURC	5/13	302.83		
CL 342241 3	4/12-4/18/13 Commissions	KOOTENAI VIEW GOLF RESOURC	5/13	805.28		
CL 342241 4	4/19-4/25/13 Commissions	KOOTENAI VIEW GOLF RESOURC	5/13	623.64		
CL 342568 1	5/17-5/23/13 Commissions	KOOTENAI VIEW GOLF RESOURC	6/13	1,030.38		
CL 342568 2	5/24-5/30/13 Commissions	KOOTENAI VIEW GOLF RESOURC	6/13	637.55		
CL 342568 3	5/31-6/6/13 Commissions	KOOTENAI VIEW GOLF RESOURC	6/13	1,240.51		
CL 342568 4	6/7-6/13/13 Commissions	KOOTENAI VIEW GOLF RESOURC	6/13	1,149.48		
CL 342571 1	Green Fee Commission: Hall	KOOTENAI VIEW GOLF RESOURC	6/13	3.40		
CL 342571 2	Green Fee Commission: Mackey	KOOTENAI VIEW GOLF RESOURC	6/13	3.40		
CL 342588 1	6/14-6/20/13 Commissions	KOOTENAI VIEW GOLF RESOURC	7/13	912.54		
CL 342588 2	6/21-6/27/13 Commissions	KOOTENAI VIEW GOLF RESOURC	7/13	551.70		
CL 342588 3	6/28-7/4/13 Commissions	KOOTENAI VIEW GOLF RESOURC	7/13	946.46		
CL 342970 1	Commissions 7/5-7/11/13	KOOTENAI VIEW GOLF RESOURC	8/13	1,033.92		
CL 342970 3	Commissions 7/12-7/18/13	KOOTENAI VIEW GOLF RESOURC	8/13	740.00		
CL 342970 5	Commissions 7/19-7/25/13	KOOTENAI VIEW GOLF RESOURC	8/13	957.22		
CL 342972 1	Commissions 7/26-8/1/13	KOOTENAI VIEW GOLF RESOURC	9/13	1,322.17		
CL 342972 2	Commissions 8/2-8/8/13	KOOTENAI VIEW GOLF RESOURC	9/13	1,174.86		
CL 342972 3	Commissions 8/9-8/15/13	KOOTENAI VIEW GOLF RESOURC	9/13	888.58		
CL 342972 4	Commissions 8/16-8/22/13	KOOTENAI VIEW GOLF RESOURC	9/13	1,083.12		
CL 342998 1	8/23-8/29/13 Commissions	KOOTENAI VIEW GOLF RESOURC	9/13	1,185.91		
CL 342998 3	8/30-9/5/13 Commissions	KOOTENAI VIEW GOLF RESOURC	9/13	914.39		
CL 342998 4	9/6-9/12/13 Commissions	KOOTENAI VIEW GOLF RESOURC	9/13	485.90		
CL 342998 5	9/13-9/19/13 Commissions	KOOTENAI VIEW GOLF RESOURC	9/13	624.34		
CL 343503 1	9/20-9/26/13 Commissions	KOOTENAI VIEW GOLF RESOURC	9/13	414.82		
CL 343503 2	9/27-10/3/13 Commissions	KOOTENAI VIEW GOLF RESOURC	9/13	160.10		
JV 8483 1	4/26-5/16/13 Commissions		9/13	3,752.36		
	Object Total:			28,831.88		28,831.88 DB
	Account Total:			28,831.88		28,831.88 DB
	Fund Total:			28,831.88	0.00	
	Grand Total:			28,831.88	0.00	

+ 51,450.00 Contract Fees Paid FY 2013

80281.88 Total paid to Kootenai View Golf Resources  
FY 2013 by City



# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

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Date: 12 March 2014  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: Storm Water and Drainage.

The past couple of weeks have been particularly bad conditions for storm water, drainage, and road damage. The conditions started with a saturated ground, limited snow cover, and temperatures of well below freezing. This resulted in significant frost depth. This was followed by a significant quantity of snow and then rain. The snow and melting rain were unable to soak into the ground and so all of the water stayed on the surface, overloading our storm water system in a number of locations and flooding in localized areas.

This does raise a number of questions for the council to consider going forward.

1. What level of investment should the City invest in storm sewer. Most of our storm sewer has shown itself to be about a 20 year flood type of system. i.e. we can handle 95% of the storms but around 5% overwhelm our system. To upgrade our system to a 50 year or 100 year type of system would be a significant investment
2. Enforcement of accesses/encroachment permits. We found several issues over the past several weeks where accesses were not installed per the conditions of the encroachment permit or without an encroachment permit. With storm water it is typical that the party experiencing the problem is downstream of the party that caused the problem.
3. Ditch and access profile. In rural areas and historically in the city storm water has been handled with a relatively deep ditch and culverts under the approaches and side streets. Over time we have migrated toward drainage swales and swales in approaches and sometimes side streets.

The deeper ditches can carry more water and the water is less likely to be diverted with snowbanks. However, the swales are generally better aesthetically, easier to maintain and mow, and seem to be preferred by most of our citizens.

Ditches, culverts, swales, and sub-surface drainage all require maintenance. Often sub-surface drainage and culverts require more maintenance.

4. We do not currently have a storm water ordinance and do not have any storm water requirements related to building permits. Development and new buildings increases the impervious surfaces (roofs and parking lots) the

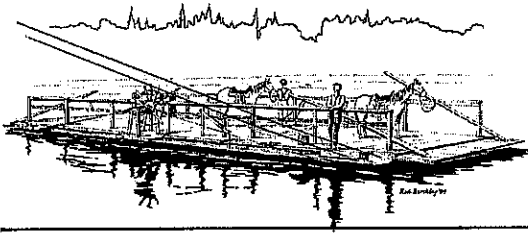
Following are a list of areas we saw significant storm water damage over the past couple of weeks:

1. Upper Oak Street (Montana, Hazel, Hemlock). This is a wet area in general and twice this year the runoff has exceeded the 12" pipes. The residence most effected is likely the Boatman residence. Potential improvements for this area could include parallel piping on Montana Street or an increase of the existing line on Montana Street. Either of these repairs could easily be in the \$50,000 - \$100,000 range. Limited benefit might be realized by improvements to some of the catch basins. This was also exacerbated by one of the asphalt approaches on Hazel that was installed without an encroachment permit.
2. Montana Street-Cow Creek drain. This one is closely related to number 1 as it is the tail of the same system. This is the ½ pipe that runs down the steep hill from Montana Street to Cow Creek. The fix for this section is to replace the ½ pipe with a buried line. This would address some of the historic freezing problems and increase the capacity. A rough estimate for the cost of this improvement would be \$25,000.
3. Chippewa Street. This area has a number of contributing factors. First is the significant amount of water which can comes down Yount's driveway. Second, Chippewa Street has a very narrow right-of-way and the ditch on the north/east side has a limited amount of capacity. Third, the approach to the head-start facility was installed incorrectly and is directing water across the street to Ace Elder Care. Fourth, the Ace Elder Care buildings were constructed very low and there was no drainage provisions constructed around the buildings.  

We have started discussion with head start to correct their approach. We will clean the downstream ditches. The investment for the City is estimated to be \$1,000 – 2,000. However, Ace Elder Care will still need to install some drainage provisions on their property if they want to mitigate the reoccurrence of water in their structures.
4. The streets on the South Hill east of the highway all saw significant water from the hillside above town. The driveway going up the draw and meeting City streets do not have any method of reducing the water velocity.
  - a. Vanburen Street. Vanburen Street east of the highway does not currently have any ditches.
  - b. Fresno (Kent's driveway). No action recommended.
  - c. Tyler Street. We experienced plugged drains. This street will need some surface improvements.
5. Jefferson Alley/Washington Street. This has been temporarily repaired but will need an asphalt patch. A contributing factor was the leak in the steel tank that caused a culvert to freeze shut and then the water found a path around the culvert and undermining the road surface.

6. Madison Street. The contractor who installed the approach not per the encroachment permit has done a temporary repair and will correct the deficiency.
7. Mustard Mountain (upper Oak Street). Significant erosion. We do not know of a good solution for this road due to its steepness.
8. Wildhorse Lane. The approach to the house under construction has generated some comments. The current encroachment permit is written to require a paved swale. This could be revised to a culvert and we could increase the depth of the existing ditches.
9. Middle School/Community Title. The ditch that drains a significant amount of the school property. The section of the ditch next to Community Title is eroding. We do not know who is responsible for this ditch but it is likely joint infrastructure between the school, Community Title, ITD, and the City. We do plan on trying to put together a joint project to repair this section of ditch.
10. Lincoln/Augusta. The issues in this area were exacerbated by the water leak at Lincoln and the Highway. This area is also very flat without any good way of getting water out of the neighborhood.

The above list is not exhaustive but should give a fair overview of the issues that we are/will need to deal with regarding drainage.



## CITY OF BONNERS FERRY

7232 Main Street  
P.O. Box 149  
Bonners Ferry, Idaho 83805  
Phone: 208-267-3105 Fax: 208-267-4375

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# Memo

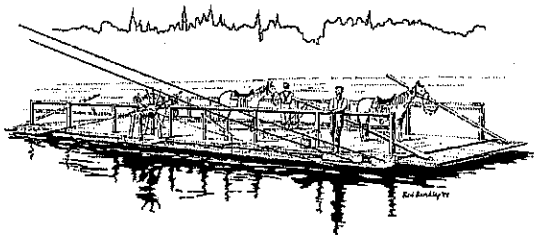
**To:** Mayor and City Council  
**From:** Kris Larson, Clerk/Treasurer  
**Date:** 3/12/2014  
**Re:** Budget Hearing

---

We have to notify the County Clerk of our budget hearing date prior to April 30, 2014. I recommend that we have our budget hearing for fiscal year 2015 on September 2, 2014 at 7:00 p.m.

Thanks,

Kris



# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

---

Date: 13 March 2014  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: Annual Excavation Contracts.

Attached are the Subject Contracts we have received to date. We have signed contracts with all of the local excavation contractors interested in working for the City. This work is generally short term and often urgent type work. For larger projects are usually bid out. It has been our practice sign a contract without negotiating the rate and we then call the contractor with the lowest rate for the needed equipment when we need assistance.

Therefore, we would recommend that the Council approve the attached contracts.

*STB*



City of Bonners Ferry  
Excavators with Annual City Contracts  
2014 Prices

Apex Construction	Dennis Fitch Construction	KG&T Septic	Measure Backhoe Service	Mike Kelly Excavating	Poultion Construction	Winking
946-7963	290-6464	267-5110	510-0711	290-7952	561-3290	290-1373
80		85	95	95		85
Additional Labor		45/35	24/30	30		35
10 Yard Dump Truck	85	95	95	100	100	100
12 Yard Dump Truck				100		100
14 Yard Dump Truck						
Side Dump 25 cy						
End Dump 20 cy						
15,000 lb excavator		80		95		90
30,000 lb excavator		110		115		100
32,000 lb excavator						
36,000 lb excavator						
50,000 lb excavator	100					120
70,000 lb excavator						
TD -8/ D5/ H80 Dozer	85	90	95/50	95		90
TD-15/ D6 Dozer	85/90					
72" Drum Roller						
Long Boom Excavator						
35 ton hydraulic rough terrain crane						
65 ton lattice boom truck crane						
Boring 2 1/2 inch / foot			12			
Boring 3-4 inch / foot			25			
Pumper Truck		125				
Portable Toilet Rental		84.20/month				

Notes

- 1 Grayed fields are not yet provided by contractor
- 2 \$95 with operator/ \$50 machine rental, skilled labor \$30, unskilled labor \$24, 20 foot minimum for bores
- 3 Labor rate is \$45 with pick-up/ \$35 w/o

**INDEPENDENT CONTRACTOR AGREEMENT**

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Mike Kelly Excavating herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

Excavation and Heavy equipment services

---

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications.

Specifications and scope of work will be provided to CONTRACTOR at beginning of work.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that:

CONTRACTOR shall commence work on the project by \_\_\_\_\_, 20\_\_\_\_ and complete the project by \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR will commence work on the project on \_\_\_\_\_, 20\_\_\_\_ and continue until this Agreement is terminated by \_\_\_\_\_ days written notice by either party.

~~CONTRACTOR will work at various times as directed by the City from 1 January 2014 and continue until 31 December 2014 unless this Agreement is terminated with thirty (30) days written notice by either party.~~

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as compensation:

The sum of \$ 115 , per hour for 30,000lb Excavator work.

The sum of \$ 95 , per hour for 16,000lb Excavator work.

The sum of \$ 95 , per hour for Backhoe work.

The sum of \$ 30 , per hour for an additional Labor if required.

The sum of \$ 100 , per hour for 10 Yard Dump Truck work. *or 12 yard*

The sum of \$ 95 , per hour for H80 Dozer work.

Total not to exceed \_\_\_\_\_ . See attached bid proposal.

4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent contractor of ENTITY and in no way an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. ENTITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

5. **WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

6. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for

damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

7. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy in the minimum amount of \$\$1,000,000 which shall name and protect CONTRACTOR, all CONTRACTOR'S employees, ENTITY and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR'S acts. CONTRACTOR shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

8. **WORKER'S COMPENSATION:** CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to ENTITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

9. **COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

10. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

11. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this 6 day of MARCH, 20 14

ENTITY:

CITY OF BONNERS FERRY  
(Governmental Entity)

By Dave Anderson MAYOR

ATTEST:

Kris Larson, Clerk

CONTRACTOR:

By Mike K. Kelly  
(Name)

Its owner/President  
(Title or Office)

WITNESS:

(Signature of Witness or Notary Public)

Form and content approved by \_\_\_\_\_ as attorney for \_\_\_\_\_  
(Governmental Entity).

## INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Dennis Fitch Construction, 267-9896 herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

Excavation and heavy equipment services

---

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications.

Specifications and scope of work will be provided to CONTRACTOR at beginning of work.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that:

CONTRACTOR shall commence work on the project by \_\_\_\_\_, 20\_\_\_\_ and complete the project by \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR will commence work on the project on \_\_\_\_\_, 20\_\_\_\_ and continue until this Agreement is terminated by \_\_\_\_\_ days written notice by either party.

~~CONTRACTOR will work at various times as directed by the City from 1 January 2014 and~~ continue until 31 December 2014, unless this Agreement is terminated with thirty (30) days written notice by either party.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as compensation:

The sum of \$ 100, per hour for 55,000lb Excavator work.

The sum of \$ 85, per hour for TD-15 Crawler Tractor snow piling work.

The sum of \$ 90, per hour for TD-15 Crawler Tractor all other work.

The sum of \$ 85, per hour for TD-8 Crawler Tractor work.

The sum of \$ \_\_\_\_\_, per hour for an additional Labor if required.

The sum of \$ 85, per hour for 10 Yard Dump Truck work.

Total not to exceed \_\_\_\_\_ . See attached bid proposal.

4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent contractor of ENTITY and in no way an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. ENTITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

5. **WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

6. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

7. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy in the minimum amount of \$\$1,000,000 which shall name and protect CONTRACTOR, all CONTRACTOR'S employees, ENTITY and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR'S acts. CONTRACTOR shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

8. **WORKER'S COMPENSATION:** CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to ENTITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

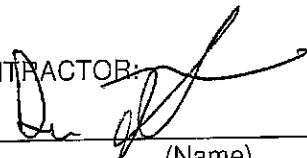
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10. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

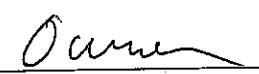
11. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ENTITY:  
\_\_\_\_\_  
CITY OF BONNERS FERRY  
(Governmental Entity)

CONTRACTOR:  
By   
(Name)

By \_\_\_\_\_  
Dave Anderson MAYOR

Its   
(Title or Office)

ATTEST:  
\_\_\_\_\_  
Kris Larson, Clerk

WITNESS:  
\_\_\_\_\_  
(Signature of Witness or Notary Public)

Form and content approved by \_\_\_\_\_ as attorney for \_\_\_\_\_  
(Governmental Entity).

**INDEPENDENT CONTRACTOR AGREEMENT**

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and KG & T Septic Service 267-5110 herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

Excavation, pumping, and portable toilets

---

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications.

Specifications and scope of work will be provided to CONTRACTOR at beginning of work.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that:

- CONTRACTOR shall commence work on the project by \_\_\_\_\_, 20\_\_\_\_ and complete the project by \_\_\_\_\_, 20\_\_\_\_.
- CONTRACTOR will commence work on the project on \_\_\_\_\_, 20\_\_\_\_ and continue until this Agreement is terminated by \_\_\_\_\_ days written notice by either party.
- CONTRACTOR will work at various times as directed by the City from 1 January 2014 and continue until 31 December 2014 unless this Agreement is terminated with thirty (30) days written notice by either party.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as compensation:

- The sum of \$ \_\_\_\_\_, payable upon receipt of materials, invoice and acceptance by ENTITY.
- The sum of \$ 125.00, per hour for Pumper Truck work, 150.00 minimum.
- The sum of \$ 110.00, per hour for Excavator 30,000lb work.
- The sum of \$ 80.00, per hour for Excavator 10,000 - 15,000 lb work.
- The sum of \$ 95.00, per hour for Dump Truck work.
- The sum of \$ 84.20, per month for portable toilet rental work (as of April 1, 2013).
- The sum of \$ 85.00, per hour for Backhoe work.
- The sum of \$ 45.00, per hour for an additional Labor with pick-up if required.
- The sum of \$ 35.00, per hour for an additional Labor with-out pick-up if required.
- The sum of Actual cost plus 10% for Material if required.
- Total not to exceed \_\_\_\_\_, See attached bid proposal.

4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent contractor of ENTITY and in no way an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. ENTITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

5. **WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

6. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

7. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy in the minimum amount of \$\$1,000,000 which shall name and protect CONTRACTOR, all CONTRACTOR'S employees, ENTITY and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR'S acts. CONTRACTOR shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

8. **WORKER'S COMPENSATION:** CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to ENTITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

9. **COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

10. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

11. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

ENTITY:

CITY OF BONNERS FERRY  
(Governmental Entity)

CONTRACTOR:

By \_\_\_\_\_  
(Name)

By Dave Anderson MAYOR

Its \_\_\_\_\_  
(Title or Office)

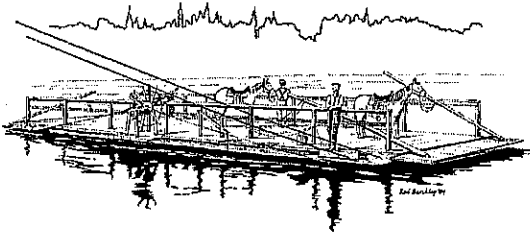
ATTEST:

\_\_\_\_\_  
Kris Larson, Clerk

WITNESS:

\_\_\_\_\_  
(Signature of Witness or Notary Public)

Form and content approved by \_\_\_\_\_ as attorney for \_\_\_\_\_  
(Governmental Entity).



# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

---

Date: 13 March 2014  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: Electric Recloser.

This memo is to recommend that the City purchase up to two Electric Line Reclosers at the cost of \$17,281 each. The first one would be for the line feeding west on Riverside and Mirror Lake Road and the second would be purchased as a spare. This is a device similar to a household circuit breaker used on our primary voltage system so that the electricity is safely disconnected when a line shorts to ground. Several years ago we competitively bid several brands of reclosers and have now purchased eight of them for our system. At that time ABB was the lowest price brand. We would like to stay with ABB for commonality of programming and spare components.

*STB*





COMMERCIAL AND TECHNICAL TENDER

ABB Power Technologies

Prepared by:

Wesco NW Utility Portland  
Joe Jelke  
2345 NW 31st Ave  
Portland, OR. 97210

Prepared for:

City of Bonners Ferry  
Attn. Kevin & Bryan  
Bonners Ferry, Id. 83805  
1-208-267-4382

Customer Name:

City of Bonners Ferry

ABB Tender ID  
14Q2210177

Date  
13 March 2014

Validity Date  
06 May 2014

ABB is pleased to offer the following in response to your request:

Pricing

Item	Qty	Product Type	Net Price Each (USD)	Item Total
20	2	<b>R1151ACN14FE2C1N00</b>  OVR-3; 15.5 kV max; 630A continuous; 12.5kA interrupting; 110 kV BIL; 120/240 VAC (90 - 265 VAC / 250VDC power); 12VDC 8W auxiliary power fused output for radio/modem (field adjustable to 24VDC). Isolated RS-232, RS-485 and fiber optic port for SCADA; 120 VAC heater in both cabinets; Clamp terminals  For Lead Time, please see Lead Time table in the General Terms & Conditions section.	<b>17,281.00</b>	<b>34,562.00</b>

Grand Total Sales Price: \$34,562.00 USD



COMMERCIAL AND TECHNICAL TENDER

**Alternate Line Items:**

Item	Qty	Product Type	Net Price Each (USD)	Item Total
30	12	<b>12A00897H01</b>  Bushing Terminal Connectors: Clamp style  For Lead Time, please see Lead Time table in the General Terms & Conditions section.	<b>30.33</b>	<b>363.96</b>



## COMMERCIAL AND TECHNICAL TENDER

### Technical Data Sheet

#### Item 20

**ABB Product ID:** R1151ACN14FE2C1N00

**Rating:**

The type OVR three phase vacuum recloser is rated 15.5 kV maximum voltage, 630 Ampere continuous current, 12,500 symmetrical interrupting amperes and 110 kV BIL.

The OVR recloser uses vacuum interrupters insulated in Hydrophobic Cycloaliphatic Epoxy eliminating any need for oil or SF6. The operating mechanism is a magnetic actuator which eliminates the need for routine mechanism maintenance (such as lubricating, replacing parts, adjusting, etc.).

The physical characteristics are 38 inches (960 mm) of creep, 9.5 inches (240 mm) of strike, has integrated sensors that will not saturate below maximum fault level to improve maintenance data. The bushings have 1 in. (25 mm) - 12 threaded, silver plated studs for simple connections and the flexibility to mount at either line or load side.

The recloser will be factory assembled, wired and routine tested per ANSI C37.60.

The OVR recloser utilizes a state of the art microprocessor control (PCD) to surpass existing recloser controls and add communications and metering functions.

**High Voltage Mounting Frame:**

Galvanized steel pole mounting frame with provisions for mounting 6 arresters. Frame shipped fully assembled.

**Control Cable:**

30 feet (9 meter) cable assembly.

Connectors and cable are capable of transferring current and voltage signals, as well as power between cabinets.

**Cable Options & PT Input:**

No connector provided, control power is directly hardwired into the control cabinet.

**Control Power Voltage & Input/Output:**

120/240 VAC (90 - 265 VAC / 250VDC power) with 6 inputs and 4 outputs (user available), includes self-check alarm Form C contact; Recloser batteries with 48 hour carryover included. 12VDC 8W auxiliary power fused output for radio/modem (field adjustable to 24VDC).

**Control & Faceplate Options:**

Power Control Device (PCD) microprocessor control.

Packaged in a modular case design to allow easy upgrade and maintenance.

Red-close and green-trip button (ANSI faceplate) with 6 button simple to use menu-driven interface with full English text.

All ANSI, IEC, Recloser Protection curves provided: ANSI curve designations used.

Front mounted RS-232 port to easily download and upload data.

Large LCD display.

Integral tagging function.



## COMMERCIAL AND TECHNICAL TENDER

Single phase tripping functionality to reduce unnecessary three phase interruptions and outages due to single phase faults. The single phase trip option allows each step of the reclose cycle to be individually configured to single or three phase trip or lockout for optimum coordination.

### **Voltage Sensing & Pickup Settings:**

Primary pickup setting of 50 - 800 Amp ground (field adjustable to 10 - 160 Amp) and 100 - 1600 Amp phase (field adjustable to 20 - 320 A).

Sensitive Earth Fault (SEF) is not provided in this model.

Internal voltage sensing is not provided. Control is capable of accepting voltages via externally mounted potential transformers.

### **Communication Ports & Protocol:**

One isolated RS-232, RS-485 and fiber optic port for SCADA communication and control programming. All ports are radial connected (one at a time), with selection of port set by jumpers on module.

### **Bushing Terminal Connectors:**

Clamp type tin-plated bushing terminal connectors #6 - 800 MCM attached to 1 in. (25 mm) - 12 tin-plated threaded copper bushing studs. (Six included)

### **Heater Preset Voltage (Field Adjustable to 120 VAC or 240 VAC):**

120 VAC heater in both cabinets.

### **Standard Dynamic Accessories:**

No standard accessories provided.

### **ABB Internal Order Entry Info:**

**CID Code:** 9AAC30400303

**Source Location Code:** 9AAE300185



## COMMERCIAL AND TECHNICAL TENDER

### Clarifications

ABB quotation produced using previous quotation 13Q1841033 provided to ABB.

### General Terms and Conditions

#### Prices

Prices are firm for shipment quoted, and do not include federal, state, or local taxes of any kind.

#### Payment

Payment terms are Net 45 Days

ABB has a minimum domestic order value requirement of \$500 USD.

#### Warranty

The equipment is warranted for a period of 36 months from date of shipment.

#### Delivery Terms

Proposed delivery terms will be CPT Carriage paid

Extra Information: CPT, "Named Destination"-Incoterms 2010.

Quoted lead times are based on current production levels. Actual lead times are dependent on available production space at time of order entry and/or release to manufacturing.

#### Terms & Conditions

Other terms and conditions are per ABB General Terms and Conditions of Sale (50-490).

Please add 3 weeks for drawing approvals, if required. To ensure the quoted lead-time please return approval drawings to ABB within 2 weeks of receipt. ABB will make every effort to maintain a short delivery schedule.

#### Delivery Schedule

Contract drawings, information submittals, manufacturing, and shipment schedules will follow the outline below and is contingent on customer approval in the time frame indicated:

- I. Orders with Drawing Approval
  - Approval Drawings – 3 weeks after receipt of ABB approved order
  - Customer drawing approval time – 2 weeks to keep order timeline on schedule
  - Product ready for shipment – 8 weeks after return of all approval drawings with customer release for manufacture
  - Total lead time – 12-13 weeks \*\*(with 2 weeks customer approval)
  
- II. Orders with no existing bill of material and no drawing approval
  - Bill of material created – 3 weeks after receipt of ABB approved order
  - Product ready for shipment – 9 weeks after release of bill of material
  - Total lead time – 12-13 \*\* weeks



## COMMERCIAL AND TECHNICAL TENDER

- III. Orders with existing bill of material, no bill of material changes and no approval drawings (duplicate orders)
- Total lead time – 8-9 \*\* weeks after receipt of ABB approved order

All customer provided data and requirement must be finalized at the time of purchase order placement. Revision to contract requirements may result in schedule changes and delays. All lead-times are subject to change based on prior sales and loaded factory capacity, please contact factory for actual lead-times at time of order placement.

\*\*Expedited lead times may be available. Contact your order management representative for more information.

### **Cancellation Charges**

Cancellation of the contract will be subject to penalties depending on the time the cancellation occurs. ABB standard cancellation charges are 10% after receipt of order, 20% after drawings issued to customer for approval or if order has been engineered, 45% after release to order major material, 75% after receipt of major material, and 100% after start of fabrication.

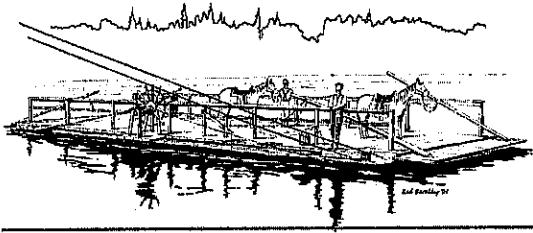
### **Change Notices**

Changes after order entry related to engineering, drawings, or parts could be subject to additional charges.

We appreciate the opportunity to quote on this business. If there are any questions regarding this quotation or any other matter relating to this job please call me at your convenience.

Best Regards,  
Joe Jelke  
Wesco Portland Utility

[jjelke@wesco.com](mailto:jjelke@wesco.com)  
509-990-0195




## CITY OF BONNERS FERRY

7232 Main Street  
P.O. Box 149  
Bonners Ferry, Idaho 83805  
Phone: 208-267-3105 Fax: 208-267-4375

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# Memo

**To:** Honorable Mayor and City Council  
**From:** John F. Griffin, Water/Sewer Superintendent   
**Date:** 3/14/2014  
**Re:** Commercial Grade Pool Header For Municipal Pool

---

Attached you will find two proposals for commercial grade natural gas pool heaters. The Knorr Systems Lochinvar model CPN0652 which has a (650,000 BTU) rating comes in at a total cost of \$11,968.00 and includes factory start-up & operator training.

The Pool World Pentair Powermax which has a (750,000 BTU) rating comes in at a cost of \$12,695.00 plus shipping. In addition, Pool World requires that the heater be paid in full prior to ordering/production.

After reviewing the cost, ratings & overall customer service, staff & I feel that the Lochnivar unit from Knorr Systems fits our application the best.

We have received a \$2000 grant from Avista to help fund this purchase & we have capital budget funds to accommodate remainder of this purchase. Moreover, as we all know, the existing pool heater is nearing the end of its life cycle. Therefore, I recommend the Mayor/Council approve the purchase of the Lochinvar unit.

JFG:jfg



**KNORR SYSTEMS, INC.**

www.knorrsystems.com

**QUOTATION**

DATE: February 25, 2014

TO: Doug Ladely  
CITY OF BONNERS FERRY

FROM: Mike Frick

SUBJECT: Swimming Pool Heater

Presented below, is a quote in response to your inquiry. If questions should arise, please don't hesitate to ask.

<b>Quantity</b>	<b>Item Description</b>	<b>Price</b>
1	Lochinvar model CPN0652 natural gas pool heater (650,000 Btu per hour input). Includes California code controls, pump delay with maintenance timer, pumped bypass (CPVC) and cupro-nickel heat exchanger. Does not include Type B double wall venting material or flue to atmosphere. Includes factory start-up and operator training.	\$11,295.00
Subtotal:		\$11,295.00
Sales Tax (OOS):		0.00
Estimated Freight:		673.00
<b>TOTAL:</b>		<b>\$11,968.00</b>

Corporate Office:  
2221 Standard Avenue  
Santa Ana, CA 92707  
Phone: (714) 754-4044  
Fax: (714) 754-1405

Northern California:  
2021 Las Positas Court, Suite 143  
Livermore, CA 94551  
Phone: (925) 273-0722  
Fax: (925) 273-0726

Northwest:  
#225/4233 SE 182nd Ave.  
Gresham, OR 97030  
Phone: (503) 781-7069  
Fax: (503) 465-9947



Doug Ladely  
CITY OF BONNERS FERRY  
February 25, 2014  
Page Two

**Terms and Conditions**

- 1) Payment Terms: Net 30 days from date of invoice, subject to approval of credit.
- 2) Interest: 18% APR is charged on all past due invoices.
- 3) F.O.B.: Ship Point; included in above price.
- 4) Sales/Use Taxes: Included in the above price.
- 5) All points of quotation, including pricing and description are valid until April 30, 2014.
- 6) Pricing excludes permits / fees.
- 7) All work will be performed by our in-house state licensed technicians.

Please feel free to contact me at (206) 501-1270 with any questions you might have regarding this quotation.

Thank you,  
Mike Frick  
Application Specialist  
KNORR SYSTEMS, INC.

MF:sf

City of Bonners Ferry

Attn: Doug Ladley

You are a valued customer and we appreciate your business. You can be assured of professional, dependable, quality service when dealing with Pool World. We have been servicing pools and spas since 1976, and we will always do everything we can to earn your continued trust and goodwill.

Below is a Quote for a 2014 Commercial Powermax Pool Heater

**Pentair Powermax 750,000 BTU Natural Gas Heater**

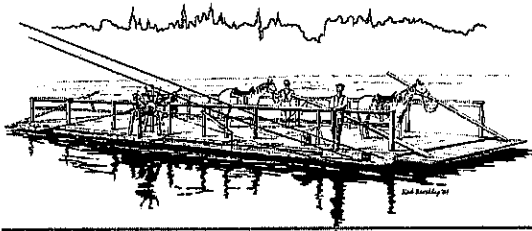
**Price.....\$12,695.00**

- 4 to 5 week lead time to get heater to Coeur D Alene Idaho
- Heater must be paid in full prior to ordering
- Addition Costs for delivery, installation or parts

Thank you for being our customer and for the confidence you have placed in us. We will always do everything we can to earn your continued trust and goodwill. Please call on us whenever we can be of further service or in the event you need additional information.

Best personal regards,

Dave Lang  
POOL WORLD, INC



## CITY OF BONNERS FERRY

7232 Main Street  
P.O. Box 149  
Bonners Ferry, Idaho 83805  
Phone: 208-267-3105 Fax: 208-267-4375

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# Memo

**To:** Honorable Mayor and City Council  
**From:** John F. Griffin, Water/Sewer Superintendent  
**Date:** 3/14/2014  
**Re:** ADA Municipal Pool Lift

---

Attached you will find a single quote for the subject equipment from Lodging Pool Lift Supply for the total cost of \$5,544.00. This is an online company and the equipment is the exact same equipment that we received a quotation in the amount of \$8,200.00 in 2013.

The equipment is manufactured in Missoula, Montana which makes acquisition of spare parts handy. We have the funds to purchase this equipment in our capital budget and with this reduced pricing, we will come in well below the total we set aside for this purchase and the natural gas pool heater.

In closing, I recommend the Mayor/Council approve the attached purchase agreement.

JFG:jfg

# Lodging Pool Lift Supply

2150 W. 6<sup>th</sup> Ave, Ste C      800-588-4152  
 Broomfield, CO 80020      866-333-8243 fax

## PURCHASE AGREEMENT

DATE: MARCH 15, 2014

BUYER:		SHIP TO PROPERTY:	
COMPANY	<u>City of Bonnersferry</u>	COMPANY	SAME
ADDRESS	<u>6362 Washington St.</u>	ADDRESS	
CITY, ST ZIP	<u>Bonnersferry, ID 83805</u>	CITY, ST ZIP	
CONTACT	<u>Doug Ladely</u>	CONTACT	
PHONE	<u>208-267-4380</u> <u>Cell 208-255-9017</u>	PHONE	
EMAIL	<u>waterguys@bonnersferry.id.gov</u>	CUST PO	

SHIPPING METHOD	TERMS	AFFILIATION	SALES REP	BUYING GROUP
LIFT GATE? YES <input type="radio"/> NO <input type="radio"/>			Melissa	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
	F-409RPL-AT1	RANGER- ADA Pool Lift with anchor		
	F-442PPC	RANGER, Gray fabric, lockable pool lift COVER		
	F-800SC-DER-D	SCOUT - ADA Pool Lift with anchor		
	F-450SC	SCOUT, Gray fabric, lockable pool lift COVER		
	F-802SCNA-HLD	SCOUT - Hi Lift ADA Pool Lift with anchor		
	F-12PPL-HD-AT1	PATRIOT, Heavy Duty, ADA Pool Lift		
	F-900PL	PATHFINDER, ADA Pool Lift with anchor		
	F-12PPC	PATRIOT/PATHFINER Gray fabric, lockable pool lift COVER		
1	F-702-RLNA-DD F-710RLA	Revolution with anchor kit	\$5300.	\$5300.
	FREIGHT		\$244	\$244
COLORADO TAX? <input type="radio"/>				
Check here for INSTALLATION REFERRAL			TOTAL	\$5544.

**METHOD OF PAYMENT GUARANTEE:**

Name (on card)

**TERMS OF SALE:**

FULL-BALANCE DUE at Shipping, unless otherwise specified.

**BILLING**

Address

**Authorized By:**

City

State

ZIP

Telephone:

Date

Cardholder's EMAIL

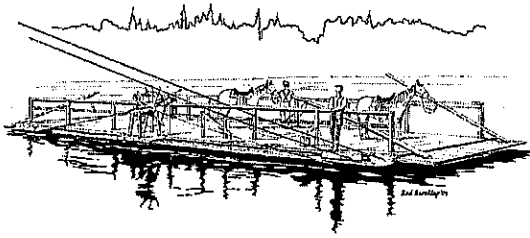
Card No

*OFFICE USE ONLY*

Card Type

Exp Date

SEC Code



# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

---

Date: 14 March 2014  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: Steel Tank Leak Detection.

This memo is to recommend that the Council consider a leak detection test for the Steel Tank. We have done significant research on the cost of coating the floor of the tank and the cost appears to be about \$25,000 - \$30,000 for coating the floor. However, at this time we are not sure about the source of the leakage. As the tank is fully above grade we are fairly confident that the leakage is through the tank floor. However, we are not sure if it is just a number of pin-holes or if there are some larger leak locations.

American Leak Detection has quoted us \$1,900 to do a leak test on the tank floor.

At this time we do have the tank drained and for system operations have a need to have the tank back on-line by June.

SJB



**AMERICAN  
LEAK  
DETECTION**

THE ORIGINAL LEAK SPECIALISTS™

PO Box 155  
Spokane, WA 99210-0155  
509.536.5166

# ESTIMATE

SITE  
City of Bonners Ferry  
7232 Main Street  
PO Box 149  
Bonners Ferry, ID 83805

JOB DATE	WO 13600	
3/13/2014	REFERRAL	Belsby Eng
P.O. NO.		
Contact	Steve Boorman	208-267-0357
TERMS	30 days/1.5 %	
Site	Tank Inspection	

DESCRIPTION	
-------------	--

Water Storage Dive performed: 1,700.00  
The tank: 450,000 gallons, WW2-age steel tank is 25 ft H x 55 ft D. It is fiberglass lined, with a grey/blue color. It is presently losing 13,400 gallons daily. There is a gravel roof, with roof access, which provides the only source of light.

**Requirements:**

- Water system to provide spotter and safety removal plans to extract technician from tank in an emergency.
- Ladder from top access to ground level within the tank.
- Air Monitor.
- Fill tank to 2-3 feet of water level.

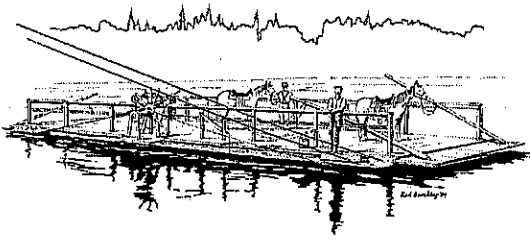
American Leak Detection will prepare Safety Plan as tank inspections are confined space projects. ALD technician use roof access and provided ladder to floor. We will provide lighting for technician.

He will electronically inspect the tank floor with scanner and microphones. Can record inspection as appropriate. Will mark areas of concern for future repair.

Includes Prep Time, Tank Tool Package, Safety Plan, Inspection and Reporting  
Estimated Inspection Time: 3-5 hours.

Travel Charge to: Bonners Ferry, ID \$1.25/mile RT 200.00  
0.00%

We appreciate your business! We have won the Customer Service Award several times. With your feedback, we may win again this year!  
Godwin Ventures, Inc. Fed ID#: 91-1645371 All 130 offices are independently owned and operated, so please forward this payment directly to the above Spokane, WA address.  
TERMS: A late charge of \$25, plus 1.5% interest, will be added to accounts not paid within 30 days from the date of this invoice and may be forwarded to a third-party Collection Agency.  
LEAK DETECTION POLICY: We will return to re-test the system if it is reported within 30 days that there is another leak. This may require additional time and Travel Charges. We cannot be held responsible for any work done or expenses incurred by any other contractors.  
REPAIR POLICY: All repairs are guaranteed for defective workmanship only and from date of completion; minor repairs: for 30 days and major repairs for 12 months.



# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

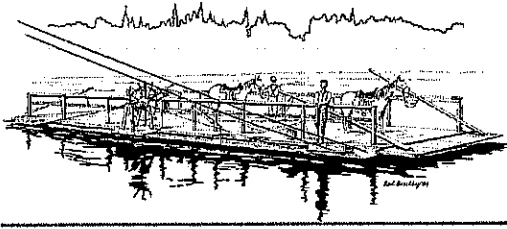
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Date: 14 March 2014  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: Forklift Purchase.

This memo is to recommend the Council consider the purchase of a Toyota 6,000 pound capacity forklift. This forklift was included in this year's budget to replace our existing forklift. Our current forklift is a 1986, 5,000 lb, CAT with over 4,000 hours. The engine has lost significant power and the brakes are failing.

We solicited bids for new and used machines from three vendors and received prices from two vendors. Norlift quoted \$24,195 for a new Toyota and Pape quoted \$24,978 for a new Hyster. It is our recommendation that the City purchase the new Toyota.

SJB



## CITY OF BONNERS FERRY

7232 Main Street  
P.O. Box 149  
Bonners Ferry, Idaho 83805  
Phone: 208-267-3105 Fax: 208-267-4375

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18 February 2014

To: Rick Trom  
Pape Material Handling (Hyster)  
5518 E Broadway  
Spokane Valley, WA 99212  
Phone: 509-534-0678  
[rtrom@papemh.com](mailto:rtrom@papemh.com)

Ron Miller  
Northwest Handling  
9708 E Montgomery Dr. ,Unit A  
Spokane, WA 99206  
(888) 426.3888  
[ronm@nohs.com](mailto:ronm@nohs.com)

Jason Lemere  
Norlift (Toyota)  
512 North Fancher  
Spokane, WA 99211  
Phone: 509-535-1776  
[jason@norlift.com](mailto:jason@norlift.com)

Subject: 2014 Re-Quote - City of Bonners Ferry Forklift

The City of Bonners Ferry desires to purchase a new, or low hour, Forklift. We are looking at a Toyota 8FGU30 or equivalent. The attached specifications are based on the Toyota 8FGU30.

If the product you are quoting is not the Toyota please identify any specifications for which your product does not meet the Toyota specifications. Also please note any special features and/or advantages of the forklift you are quoting.

Information requested in the quote:

1. Purchase price
2. Any additional options, with price, you would recommend.
3. Any areas where the quoted forklift does not meet or exceeds the specifications
4. Any special features of the quoted forklift
5. Warranty details
6. Please feel free to provide multiple quotes of new and/or used forklifts.

For purpose of bid comparison, a low hour used forklift's price will be adjusted based on a 2,000 hour life. i.e. (new price) \* 0.05% \* (hours) = price adjustment.



Response to this request for quote is per Idaho Code Title 67 Chapter 28. Your quote needs to be provided by 2:00 p.m., Friday, 28 February 2014. If you have any objections to these specifications they need to be provided by 3:00 p.m., Monday, 24 February 2014. Quotes can be submitted directly to City Hall, faxed to 208-267-4375, or e-mailed to [klarson@bonnersferry.id.gov](mailto:klarson@bonnersferry.id.gov).

The City reserves the right to accept the bid it deems most advantageous and to waive formalities.

If you have any questions feel free to call me at 267-0357 or e-mail me at [sboorman@bonnersferry.id.gov](mailto:sboorman@bonnersferry.id.gov).

Sincerely,

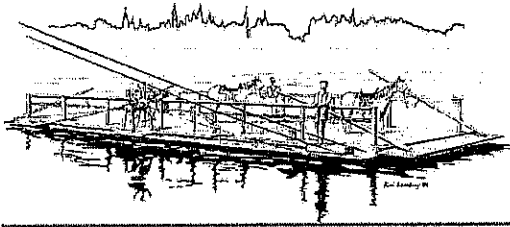
SJB

Stephen Boorman  
City Administrator

Attachment 1 – General Specifications

The desired machine is an forklift designed for outdoor all-weather surfaces.

1. Machine capacity to be a minimum of 6,000 pounds.  
Special consideration will be given to a 6,500 or 7,000 pound machine.
2. Pneumatic Tires designed for all-weather surfaces
3. Engine to be a propane fuel engine
4. If new, Minimum 2 year warranty on parts and workmanship
5. Vendor must have a facility for warranty work and stock parts within 150 Miles of Bonners Ferry Idaho.
6. As an Idaho municipality the City is exempt from sales tax. Therefore sales tax should not be included on the quoted amount.
7. The maximum fork height to be at least 180”.
8. The fork length to be 48”.
9. Forward lighting for night time work to be provided. Please provide options for rear lighting if available.



## CITY OF BONNERS FERRY

7232 Main Street  
P.O. Box 149  
Bonners Ferry, Idaho 83805  
Phone: 208-267-3105 Fax: 208-267-4375

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March 19, 2014

Subject: Bonner and Comanche Street Waterline Replacement Quotes

The City of Bonners Ferry is requesting quotes for the following schedules of work:

**SCHEDULE A:** Supply and installation of approximately 665 lineal feet of 6 inch PVC waterline along Fourth Street from Kootenai Street to Bonner Street and along Bonner Street from Fourth Street to Second Street. Reconnection and replacement of service lines as well as replacement of an existing fire hydrant with a new, Owner-furnished hydrant is also included. This work is within City road right-of-way and Union Pacific Railroad right-of-way.

**SCHEDULE B:** Supply and installation of approximately 515 lineal feet of 6 inch PVC waterline along Comanche Street northeast of Bingham Street and installation of a new, Owner-furnished fire hydrant. This work is within City road right-of-way.

All work shall be in accordance with the 2012 Idaho Standards for Public Works Construction and meet the attached specifications and conditions.

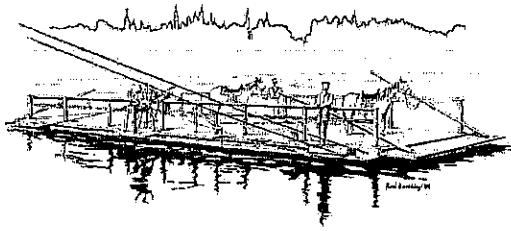
Responses to this request for quotes are per Idaho Code Title 67 Chapter 28 and Title 54 Chapter 19. If you desire to provide a quote for this project, your written quote needs to be delivered to City Hall on the attached form by 2:00 p.m. April 10<sup>th</sup>. If you have any objections to these specifications they need to be provided by 2:00 p.m. April 3<sup>rd</sup>.

The City will hold a pre-bid meeting on Bonner Street on March 27<sup>th</sup> at 10:00 a.m. to review the site and address any questions.

The City reserves the right to reject any and all quotes and accept the quote it deems most advantageous and to waive formalities. If you have any questions feel free to call me at 267-0357.

Sincerely,

Stephen J. Boorman  
City Administrator



# CITY OF BONNERS FERRY

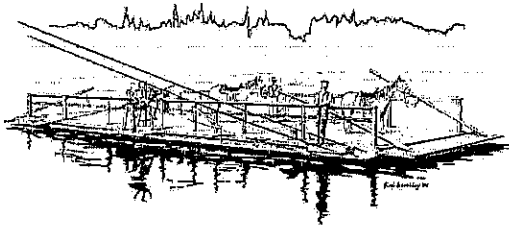
7232 Main Street  
 P.O. Box 149  
 Bonners Ferry, Idaho 83805  
 Phone: 208-267-3105 Fax: 208-267-4375

## Quote – 2014 Bonner and Comanche Street Waterline Replacement

The Owner has broken out this project into two separate Schedules, each with its own contract days. These two Schedules can and may be awarded to two different Contractors based on bid responses.

**Schedule A - Bonner and Fourth Street Waterline:** Supply and installation of approximately 665 lineal feet of 6 inch PVC waterline along Fourth Street from Kootenai Street to Bonner Street and along Bonner Street from Fourth Street to Second Street. Reconnection and replacement of service lines as well as replacement of an existing fire hydrant with a new, Owner-furnished hydrant is also included. This work is within City road right-of-way and Union Pacific Railroad right-of-way.

<b>Bid Schedule A - Bonner and Fourth Street Waterline</b>				
Pay Item	Description	Pay Unit	Unit Price	Total Price
1	Waterline Installation	LS	1	\$
2	Electrical Conduit	LF	110	\$
3	Steel Waterline Casing	LF	110	\$
4	Valves (6 Inch)	EA	1	\$
5	Potable Waterline Casing	LF	20	\$
6	Water Service Reconnection	EA	4	\$
7	Fire Hydrant Replacement	EA	1	\$
8	Water Service Stub	EA	1	\$
<b>Total Schedule A (in figures)</b>				\$
<b>Total Schedule A (in words)</b>				



# CITY OF BONNERS FERRY

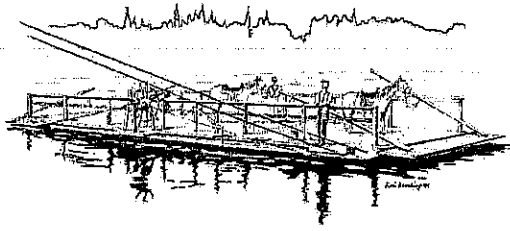
7232 Main Street  
 P.O. Box 149  
 Bonners Ferry, Idaho 83805  
 Phone: 208-267-3105 Fax: 208-267-4375

**Schedule B - Comanche Street Waterline:** Supply and installation of approximately 515 lineal feet of 6 inch PVC waterline along Comanche Street northeast of Bingham Street and installation of a new, Owner-furnished fire hydrant. This work is within City road right-of-way.

<b>Bid Schedule B - Comanche Street Waterline</b>				
Pay Item	Description	Pay Unit	Unit Price	Total Price
1	Waterline Installation	LS	1	\$
2	Valves (6 Inch)	EA	3	\$
3	Potable Waterline Casing	LF	40	\$
4	Fire Hydrant Installation	EA	1	\$
5	Rock Removal	CY	80	\$
<b>Total Schedule B (in figures)</b>				\$
<b>Total Schedule B (in words)</b>				

Understanding that this lump sum price and per unit prices includes all permit fees, sales and consumer use taxes, etc. required by law or regulation in the place where the work is performed.

Signed \_\_\_\_\_  
 Name and Title \_\_\_\_\_ Date \_\_\_\_\_  
 Company Name and Address \_\_\_\_\_  
 \_\_\_\_\_  
 Phone Number \_\_\_\_\_ Email \_\_\_\_\_  
 Idaho Contractors License Number \_\_\_\_\_  
 Public Works Contractors License Number \_\_\_\_\_



## CITY OF BONNERS FERRY

7232 Main Street  
P.O. Box 149  
Bonners Ferry, Idaho 83805  
Phone: 208-267-3105 Fax: 208-267-4375

### Pay Item Descriptions

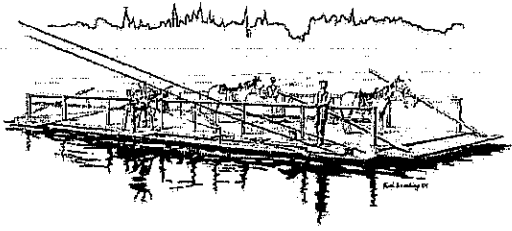
Mobilization, traffic control and site control shall be included within the bid amounts. Snow removal, if required, shall also be included within the bid amounts.

Owner will provide the Contractor certain Owner Furnished Equipment (OFE). Owner will reimburse contractor for use tax associated with installation of OFE through a change order. Contractor shall submit proof of payment of use tax for OFE prior to reimbursement. Owner will provide Contractor invoices for OFE for use tax calculations.

Contractor shall not be eligible for an adjustment to the lump sum Waterline Installation item for a given Schedule unless the length of waterline or quantity of gravel surface restoration within the roadway increases by 5 percent or more from that depicted on the plans for a that Schedule. Similarly, if the above quantities decrease by 5 percent or more within a given Schedule, the Owner shall be eligible for an adjustment to the lump sum Waterline Installation item for that Schedule.

### Schedule A – Bonner and Fourth Street Waterline

1. Waterline Installation: Shall be lump sum. Shall include all labor, material and equipment necessary to complete the waterline installation and tie-ins to existing waterline as detailed on the plans. Includes, but is not limited to, trench excavation, pipe bedding, pipe, tracer wire, warning tape, fittings, thrust blocks and/or thrust restraints, and trench backfill. Also includes disinfection, flushing and pressure testing of new waterline, including any materials (temporary valving, thrust restrains, etc.), labor and equipment required to complete testing prior to connection to the existing system. Compaction and compaction testing is also included in this item. Shall also include all exploratory excavation and abandonment of the existing waterline as shown on the plans. Surface restoration of all areas disturbed in order to complete work included in this item shall be considered incidental to this item. Also includes all labor, materials and equipment required to complete 2 inch service line installation and reconnection shown at approximate Station 15+55.
2. Electrical Conduit: Shall be paid by the lineal foot of electrical conduit installed as shown on the plans. Shall include all labor, material and equipment necessary to complete the installation including, but not limited to, pipe, bedding, trench excavation, backfill and compaction and any surface restoration associated with installation of the electrical conduit.
3. Steel Waterline Casing: Shall be paid by the lineal foot installed as shown on the plans. Shall include all labor, material and equipment necessary to complete installation of the steel casing, spacers and bell restraints as detailed in the plans.
4. Valves: Shall be paid for each valve installed at the location(s) shown on the plans based on the size installed. Shall include all labor, material and equipment necessary to complete the valve installation as detailed in the plans. This includes, but is not limited to, excavation, bedding, valve, valve support, valve box, backfill and surface restoration.



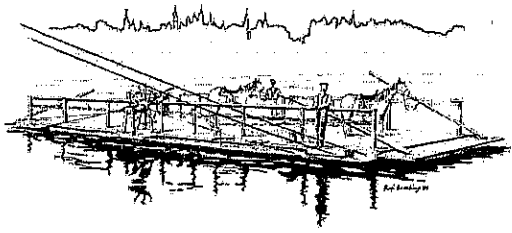
## CITY OF BONNERS FERRY

7232 Main Street  
P.O. Box 149  
Bonners Ferry, Idaho 83805  
Phone: 208-267-3105 Fax: 208-267-4375

5. Potable Waterline Casing: Shall be paid by the lineal foot of casing installed at locations shown on the plans or as directed in the field by the Owner's representative. Shall include all labor, material and equipment necessary to complete the installation of the casing on the new waterline as detailed on the plans where a non-potable main is in conflict with the waterline either horizontally or vertically per the Idaho Rules for Public Drinking Water Systems. Payment shall not be made for casing not shown in the plans or approved by the Owner's representative.
6. Water Service Reconnection: Shall be paid per each water service reconnected. Shall include all labor, materials and equipment necessary to complete the reconnection as shown in the plans. Includes, but is not limited to, the water main tap, saddle, corporation stop, poly service line, excavation, bedding, backfill, compaction, and connection to the existing curb stop/water service line. Also includes surface restoration for areas disturbed in order to complete connection.
7. Fire Hydrant Replacement: Shall be paid per each hydrant replaced. Shall include all labor, material and equipment necessary to complete installation of Owner furnished hydrant as shown on the plans. Includes, but is not limited to, thrust blocks, joint restraint, drain rock, pipe, installation of Owner furnished valve, tee at main, bedding, trench excavation, backfill and compaction from the main to the hydrant. Shall also include removal and disposal of existing hydrant. Surface restoration of areas disturbed during the completion of this item shall be considered incidental to this item.
8. Water Service Stub: Shall be paid per each water service stub installed. Shall include all labor, materials and equipment necessary to complete the installation as shown in the plans. Includes, but is not limited to, the water main tap, saddle, corporation stop, poly service line, excavation, bedding, backfill, compaction, curb stop and cap of new stub. Also includes surface restoration for areas disturbed in order to complete stub installation.

### Schedule B – Comanche Street Waterline

1. Waterline Installation: Shall be lump sum. Shall include all labor, material and equipment necessary to complete the waterline installation and tie-ins to existing waterline as detailed on the plans. Includes, but is not limited to, trench excavation, pipe bedding, pipe, tracer wire, warning tape, fittings, thrust blocks and/or thrust restraints, and trench backfill. Also includes disinfection, flushing and pressure testing of new waterline, including any materials (temporary valving, thrust restrains, etc.), labor and equipment required to complete testing prior to connection to the existing system. Compaction and compaction testing is also included in this item. Shall also include all exploratory excavation and abandonment of the existing waterline as shown on the plans. Surface restoration of all areas disturbed in order to complete work included in this item shall be considered incidental to this item.



## CITY OF BONNERS FERRY

7232 Main Street  
P.O. Box 149  
Bonners Ferry, Idaho 83805  
Phone: 208-267-3105 Fax: 208-267-4375

2. Valves: Shall be paid for each valve installed at the location(s) shown on the plans based on the size installed. Shall include all labor, material and equipment necessary to complete the valve installation as detailed in the plans. This includes, but is not limited to, excavation, bedding, valve, valve support, valve box, backfill and surface restoration.
3. Potable Waterline Casing: Shall be paid by the linear foot of casing installed at locations shown on the plans or as directed in the field by the Owner's representative. Shall include all labor, material and equipment necessary to complete the installation of the casing on the new waterline as detailed on the plans where a non-potable main is in conflict with the waterline either horizontally or vertically per the Idaho Rules for Public Drinking Water Systems. Payment shall not be made for casing not shown in the plans or approved by the Owner's representative.
4. Fire Hydrant Installation: Shall be paid per each hydrant installed. Shall include all labor, material and equipment necessary to complete installation of Owner furnished hydrant as shown on the plans. Includes, but is not limited to, thrust blocks, joint restraint, drain rock, pipe, valves, tee at main, bedding, trench excavation, backfill and compaction from the main to the hydrant. Surface restoration of areas disturbed during the completion of this item shall be considered incidental to this item.
5. Rock Removal: Shall be paid per cubic yard as measured in place based on the trench pay limits detailed in the plans. Shall include all labor, material and equipment to remove rock. Includes, but is not limited to, preparation of rock for removal, mechanical disintegration of rock and removal from position, removal from site and proper disposal. Rock shall be defined as solid mineral material with a volume in excess of 1/6 cubic yard or solid material that cannot be removed with a 3/4 cubic yard capacity power shovel without drilling. Shall also include hauling and installation of import material as required. Import material shall be provided by the City at the City yard on Washington Street.



# Performance Bond

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

---

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

## CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

## CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

## SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

(Attach Power of Attorney)

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

## CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

## SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

## EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

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

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

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

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

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

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

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

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, 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 contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

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

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

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

liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

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

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the 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 the CONTRACTOR.

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

8. The 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 Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR 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 Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from 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 the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

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

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

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

# Payment Bond

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

## CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:  
(Attach Power of Attorney)

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

CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

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

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the

CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was 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.

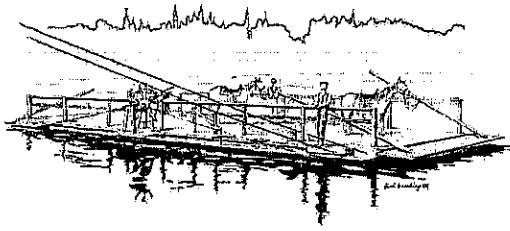
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

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



## CITY OF BONNERS FERRY

7232 Main Street  
P.O. Box 149  
Bonners Ferry, Idaho 83805  
Phone: 208-267-3105 Fax: 208-267-4375

### Specifications – 2014 Bonner and Comanche Street Waterline Replacement

The City of Bonners Ferry is requesting bids for the replacement of the water lines as detailed in the schedules below. This quote is for all labor, materials and equipment required to complete the work as shown on the plans. All work shall be in accordance with the 2012 Idaho Standards for Public Works Construction (ISPWC).

The work for both Schedules must be complete by December 24, 2014. Work on Schedule A must be complete within 30 calendar days of commencement of ground disturbing work on Schedule A. Work on Schedule B must be complete within 30 calendar days of commencement of ground disturbing work on Schedule B. Contractor shall notify City of upcoming work at least 5 days in advance of beginning work.

Surface restoration within the roadway shall consist of 8 inches of  $\frac{3}{4}$ " crushed aggregate, as detailed in the plans. The City will complete asphalt restoration at a later date. Contractor shall leave asphalt edges as clean, neat and straight as possible. Surface restoration beyond the roadway shall match existing, restoring the area as nearly as possible to pre-construction conditions.

The following materials will be Owner furnished, Contractor installed:

- Fire hydrant assembly
- Fire hydrant valve
- Import material, if required (to be picked up by Contractor at City yard on Washington Street)

Payment for each schedule shall not be made until all work included within that schedule is complete to the Owner's satisfaction, including punchlist items. Progress payments will not be made.



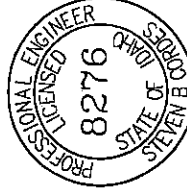
**CONSTRUCTION DRAWINGS**

City of Bonners Ferry  
Boundary County, Idaho

## BONNER ST AND COMANCHE ST WATER SYSTEM IMPROVEMENTS

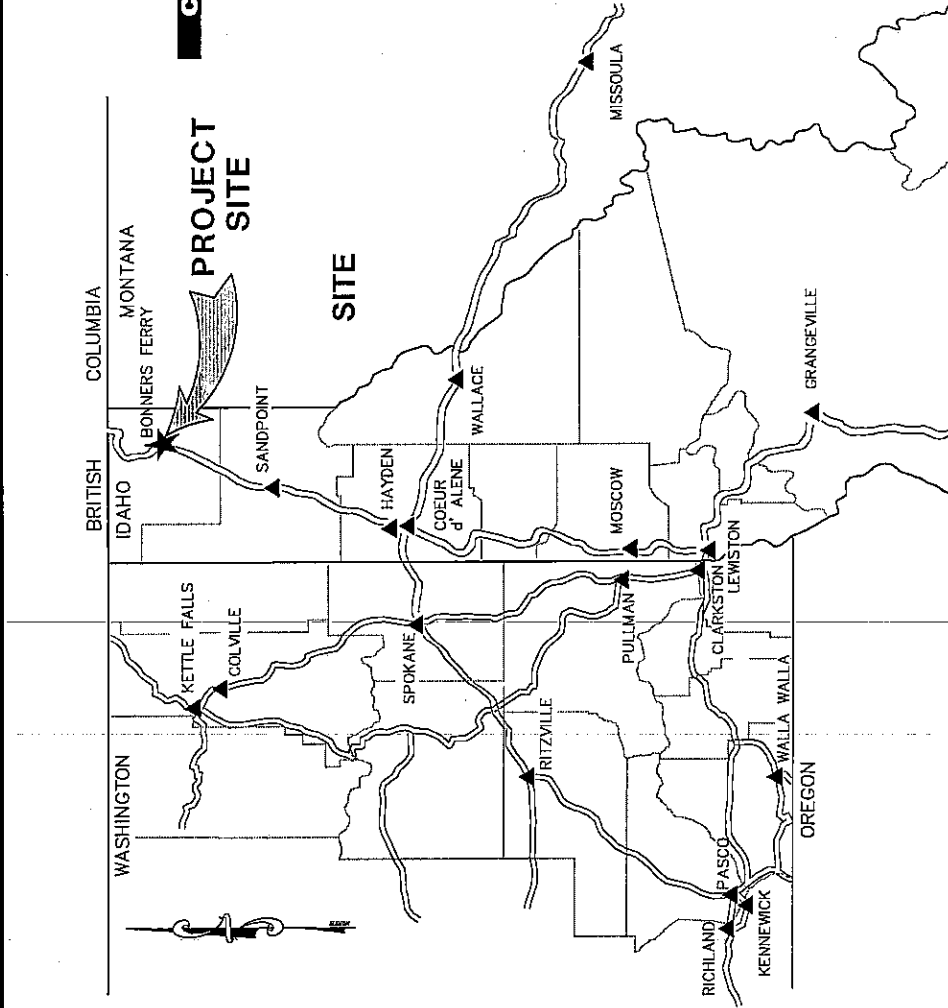
Project No. 45005

March 2014

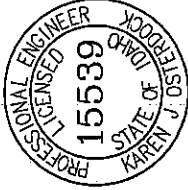


Original Signed by: STEVEN B. CORDES  
Date Original Signed: 03-14-2014  
Registered Professional Engineer & Surveyor, Inc.  
350 E. Kathleen Ave., Coeur d'Alene, ID 83815

www.welchcomer.com  
208-664-9382  
877-915-5672 (toll free)  
208-664-9346 (fax)  
350 E. Kathleen Ave.  
Coeur d'Alene, ID 83815



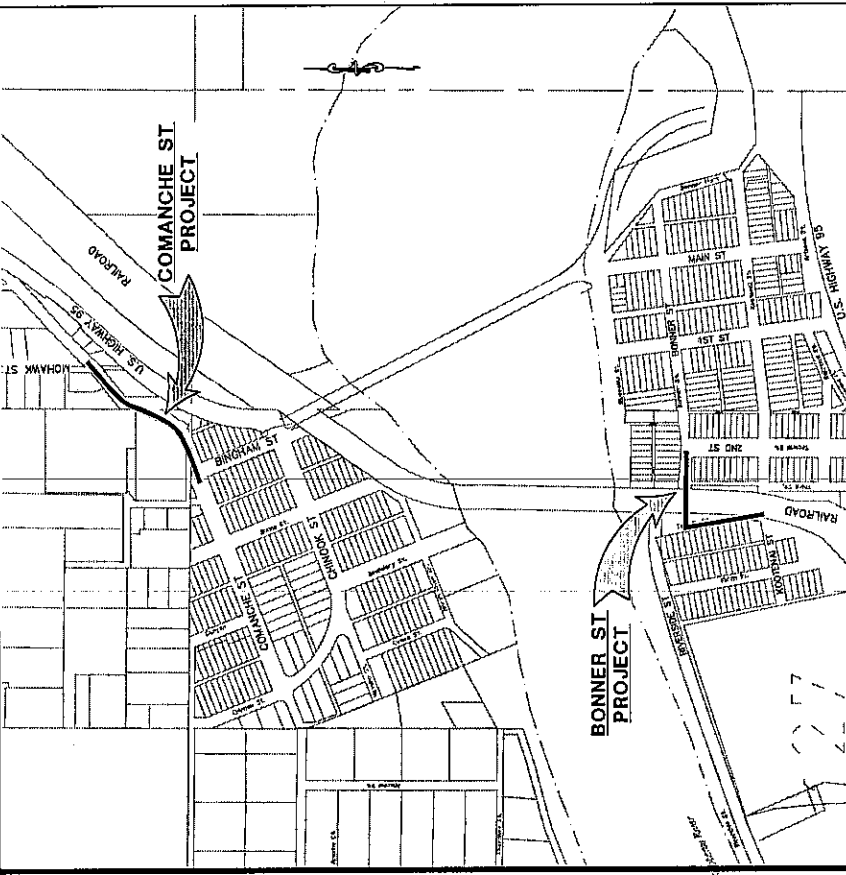
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Original Signed by: KAREN J. OSTERDOCK  
 Date Original Signed: 03-14-2014  
 Date of Issue: 03-14-2014  
 Date of Renewal: 03-14-2018  
 350 E. Kathleen Ave., Coeur d'Alene, ID 83815  
 208-864-9382  
 (bill free) 877-815-6972  
 (fax) 208-864-9346  
 www.welchcomer.com  
 350 E. Kathleen Ave.  
 Coeur d'Alene, ID 83815  
 208-864-9382  
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 www.welchcomer.com

CITY OF BONNERS FERRY  
**BONNER ST AND COMANCHE ST**  
**WATER SYSTEM IMPROVEMENTS**  
 VICINITY MAP  
 SHEET INDEX

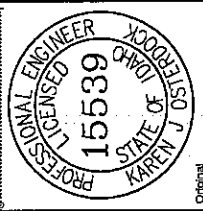
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 DRAWING NO.: 45005CS01.DWG  
 CHECKED BY: [Name]  
 DWG NAME: 45005CS01.DWG  
 DATE: 03-14-2014  
 SHEET NO.: **A2**



**VICINITY MAP**  
 NO SCALE

SHEET NO.	SHEET TITLE
A1	COVER SHEET
A2	SHEET INDEX, VICINITY MAP
A3	LEGEND AND ABBREVIATIONS
A4	GENERAL PROJECT NOTES, WATER SYS SPECIFICATIONS
A5	WATER SYS SPECIFICATIONS
C1	WATER PLAN - BONNER ST
C2	WATER PLAN - GEM ST
CD1	WATER DETAILS
CD2	WATER DETAILS
CD3	WATER DETAILS
CD4	WATER DETAILS
CD5	WATER DETAILS

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 any means, without the written authorization of Welch-Cover  
 Engineers & Surveyors, Inc.



Original  
 Signed by: KAREN J. OSTERDOCK  
 Date Original Signed: 03-14-2014  
 Original Stamp of Welch-Cover & Associates, Inc.  
 350 E. Kathleen Ave.  
 (410) 449-8777  
 (fax) 208-664-9382  
 www.welch-cover.com  
 208-664-9382  
 208-664-9382  
 208-664-9382

CITY OF BONNERS FERRY  
**BONNER ST AND COMANCHE ST  
 WATER SYSTEM IMPROVEMENTS**  
 LEGEND AND ABBREVIATIONS  
 PROJECT NO.: 45006  
 DESIGNED BY: KJO  
 DRAWN BY: SJS  
 CHECKED BY: JCS  
 DWG NUMBER: 45006SD1.DWG  
 DATE: 03-14-2014  
 SHEET NO.: **A3**

**LEGEND**

<p>EXISTING SANITARY SEWER MANHOLE  </p> <p>EXISTING SANITARY SEWER MANHOLE  </p> <p>EXISTING ECCENTRIC SANITARY SEWER MANHOLE  </p> <p>EXISTING CLEANOUT  </p> <p>EXISTING AIR RELEASE VALVE  </p> <p>EXISTING CATCH BASIN  </p> <p>EXISTING DRYWELL  </p> <p>EXISTING STORM SEWER MANHOLE  </p> <p>EXISTING STORM SEWER MANHOLE  </p> <p>EXISTING ECCENTRIC STORM SEWER MANHOLE  </p> <p>EXISTING SPRINKLER HEAD  </p> <p>EXISTING FIRE HYDRANT  </p> <p>EXISTING WELL  </p> <p>EXISTING YARD HYDRANT  </p> <p>EXISTING WATER VALVE  </p> <p>EXISTING CURB STOP  </p> <p>EXISTING DOWN SPOUT  </p> <p>EXISTING CURB STOP  </p> <p>EXISTING WATER METER  </p> <p>EXISTING POST INDICATOR VALVE  </p> <p>EXISTING POWER POLE  </p> <p>EXISTING GUY WIRE  </p> <p>EXISTING LIGHT POLE  </p> <p>EXISTING POWER WARNING SIGN  </p> <p>EXISTING POWER VAULT  </p> <p>EXISTING TELEPHONE PEDestal  </p> <p>EXISTING JUNCTION BOX  </p> <p>EXISTING TELEPHONE VAULT  </p> <p>EXISTING GAS METER  </p> <p>EXISTING GAS VALVE  </p> <p>EXISTING GAS RISER  </p> <p>EXISTING GAS WARNING SIGN  </p> <p>EXISTING TELEPHONE MANHOLE  </p> <p>EXISTING TELEPHONE MANHOLE  </p> <p>EXISTING MAILBOX  </p> <p>EXISTING SIGN  </p> <p>EXISTING UNKNOWN  </p> <p>EXISTING SHRUB  </p> <p>EXISTING TREE  </p> <p>EXISTING BUILDING  </p> <p>WATER LEVEL  </p>	<p>PROPOSED SANITARY SEWER MANHOLE  </p> <p>PROPOSED SANITARY SEWER MANHOLE  </p> <p>PROPOSED ECCENTRIC SANITARY SEWER MANHOLE  </p> <p>PROPOSED CLEANOUT  </p> <p>PROPOSED AIR RELEASE VALVE  </p> <p>PROPOSED CATCH BASIN  </p> <p>PROPOSED CATCH BASIN  </p> <p>PROPOSED INLET CATCH BASIN  </p> <p>PROPOSED STORM SEWER MANHOLE  </p> <p>PROPOSED STORM SEWER MANHOLE  </p> <p>PROPOSED ECCENTRIC STORM SEWER MANHOLE  </p> <p>PROPOSED WATER VALVE  </p> <p>PROPOSED CURB STOP  </p> <p>PROPOSED FIRE HYDRANT  </p> <p>PROPOSED YARD HYDRANT  </p> <p>PROPOSED BLOW OFF ASSEMBLY  </p> <p>PROPOSED SINGLE WATER METER SERVICE  </p> <p>PROPOSED REDUCER  </p> <p>PROPOSED BENDS/FITTINGS  </p> <p>PROPOSED UTILITY POLE  </p> <p>OWNERSHIP DELINEATION  </p> <p>DIRECTION AND SLOPE  </p> <p>FOUND MONUMENT  </p> <p>SURVEY CONTROL MONUMENT  </p> <p>TEST HOLE  </p> <p>TYPICAL SECTION REFERENCE  </p> <p>DETAIL SHEET REFERENCE  </p> <p>SECTION CORNER  </p> <p>QUARTER SECTION CORNER  </p>	<p>EXISTING EASEMENT  </p> <p>EXISTING RIGHT-OF-WAY  </p> <p>EXISTING PROPERTY LINE  </p> <p>EXISTING FENCE  </p> <p>EXISTING CURB  </p> <p>EXISTING CURB AND GUTTER  </p> <p>EXISTING DITCH  </p> <p>EXISTING CENTERLINE OF ROAD  </p> <p>EXISTING SHOULDER  </p> <p>EXISTING EDGE OF GRAVEL OR DIRT  </p> <p>EXISTING EDGE OF ASPHALT  </p> <p>EXISTING WATER LINE  </p> <p>EXISTING SANITARY SEWER LINE  </p> <p>EXISTING SEWER STUB  </p> <p>EXISTING STORM SEWER LINE  </p> <p>EXISTING BURIED TELEPHONE LINE  </p> <p>EXISTING OVERHEAD TELEPHONE LINE  </p> <p>EXISTING BURIED POWER LINE  </p> <p>EXISTING POWER LINE  </p> <p>EXISTING OVERHEAD POWER LINE  </p> <p>EXISTING GAS LINE  </p> <p>EXISTING BURIED CABLE TV LINE  </p> <p>EXISTING OVERHEAD CABLE TV LINE  </p> <p>EXISTING IRRIGATION LINE  </p> <p>EXISTING 5' CONTOURS  </p> <p>EXISTING 1' CONTOURS  </p> <p>EXISTING TREE LINE  </p> <p>EXISTING TOP OF BANK  </p> <p>EXISTING TOE OF BANK  </p> <p>PROPOSED EASEMENT  </p> <p>PROPOSED RIGHT-OF-WAY  </p> <p>PROPOSED PROPERTY LINE  </p> <p>SECTION LINE  </p> <p>PHASE BOUNDARIES  </p> <p>PROPOSED FENCE  </p> <p>PROPOSED SILT FENCE  </p> <p>PROPOSED CURB  </p> <p>PROPOSED CURB AND GUTTER  </p> <p>PROPOSED GRADE BREAK  </p> <p>PROPOSED DITCH  </p> <p>PROPOSED CENTERLINE OF ROAD  </p> <p>PROPOSED SHOULDER  </p> <p>PROPOSED EDGE OF ASPHALT  </p>	<p>PROPOSED WATER LINE  </p> <p>PROPOSED SANITARY SEWER LINE  </p> <p>PROPOSED SEWER STUB  </p> <p>PROPOSED STORM SEWER LINE  </p> <p>PROPOSED BURIED TELEPHONE LINE  </p> <p>PROPOSED OVERHEAD TELEPHONE LINE  </p> <p>PROPOSED BURIED POWER LINE  </p> <p>PROPOSED OVERHEAD POWER LINE  </p> <p>PROPOSED GAS LINE  </p> <p>PROPOSED BURIED CABLE TV LINE  </p> <p>PROPOSED OVERHEAD CABLE TV LINE  </p> <p>PROPOSED IRRIGATION LINE  </p> <p>PROPOSED SIDEWALK  </p> <p>PROPOSED CURB DROP  </p>	<p><b>ABBREVIATIONS</b></p> <p>AC ASPHALT CEMENT PAVEMENT          CI CURVE DATA REFERENCE NUMBER          SFG FINISH GRADE ELEVATION          FL FLOW LINE          FOC FACE OF CURB          GA GRASSED INFILTRATION AREA          GRD BRK GRADE BREAK          IE INVERT ELEVATION          LI LINE DATA REFERENCE NUMBER          L or LT LEFT          PC POINT OF CURVATURE          PT POINT OF TANGENCY          ROW RIGHT-OF-WAY          R or RT RIGHT          SWR SEWER          TA TOP OF ASPHALT          TBC TOP BACK OF CURB          TFC TOP FACE OF CURB          TOC TOP OF CURB          WTR WATER          XING CROSSING</p>
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### GENERAL PROJECT NOTES

- ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE BASED ON BEST AVAILABLE INFORMATION, AND ARE FOR REFERENCE ONLY. CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY OWNERS FOR ACTUAL FIELD LOCATIONS PRIOR TO CONSTRUCTION AND THE DESIGNER AT CROSSINGS AND CONNECTIONS PRIOR TO CONSTRUCTION. CALL BEFORE YOU DIG - UTILITY ONE CALL NUMBER 1-800-828-4950
- PROPERTY LINES SHOWN ON PLANS ARE BASED ON TAX MAPS AND ARE SHOWN FOR REFERENCE ONLY.
- CONTRACTOR SHALL HAVE A SET OF CONSTRUCTION DRAWINGS ON THE PROJECT SITE AT ALL TIMES WHEN UTILITY INSTALLATIONS ARE BEING PERFORMED.
- CONTRACTOR SHALL ENSURE ALL SITE CONTROL AND TRAFFIC CONTROL MEASURES ARE INSTALLED AND APPROVED BY ENGINEER PRIOR TO BREAKING GROUND.
- UNLESS OTHERWISE NOTED, CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES.
- CONTRACTOR SHALL MAINTAIN EMERGENCY ACCESS THROUGHOUT WORK ZONE AT ALL TIMES. CONTRACTOR SHALL NOTIFY EMERGENCY SERVICES OF ROAD WORK.
- CONTRACTOR SHALL MAINTAIN VEHICULAR ACCESS TO ALL DRIVEWAYS WITHIN WORK ZONE AT ALL TIMES. CONTRACTOR SHALL MAINTAIN ONE LANE OF TRAFFIC AT A MINIMUM THROUGHOUT THE PROJECT. IF TRAFFIC IS TO BE RESTRICTED TO A SINGLE LANE, FLAGGING MUST BE PROVIDED BY THE CONTRACTOR.
- UNLESS OTHERWISE NOTED, CONTRACTOR SHALL PRESERVE AND PROTECT EXISTING LANDSCAPING, DRIVEWAYS AND OTHER SURFACE FEATURES THROUGHOUT PROJECT. ALL WORK SHALL BE COMPLETED WITHIN THE CONSTRUCTION LIMITS.
- UNLESS OTHERWISE NOTED, CONTRACTOR SHALL PRESERVE AND PROTECT EXISTING PROPERTY PINS AND MONUMENTS. PINS AND MONUMENTS REMOVED SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL PRESERVE AND PROTECT EXISTING WATERLINES TO BE REPLACED UNTIL THE NEW MAIN HAS BEEN SUCCESSFULLY TESTED AND DISINFECTED AND PUT INTO SERVICE. GROUTING OF EXISTING LINE SHALL BE ACCEPTABLE IN LIEU OF CAP.
- PIPE BEDDING PROCEDURES SHALL BE IN COMPLIANCE WITH USFWC 305.
- BACKFILL PROCEDURES SHALL COMPLY WITH USFWC 306 EXCEPT THAT NO ROCKS WITH A DIMENSION GREATER THAN 4 INCHES SHALL BE USED IN ANY BACKFILL. THE BACKFILL SHALL BE ACCUMULATED IN A MAXIMUM OF 12 LOOSE LIFTS. COMPACTION REQUIREMENTS FOR THE ZONE ABOVE THE PIPE BEHIND TO 4 FEET BELOW SUBGRADE (LOWER ZONE) SHALL BE 92% (ADJUSTED PROCTOR). COMPACTION REQUIREMENTS FOR THE ZONE BETWEEN THE LOWER ZONE AND THE SUBGRADE (UPPER ZONE) SHALL BE 93% (ADJUSTED PROCTOR).
- COMPACTION TESTING SHALL BE IN COMPLIANCE WITH USFWC DIVISION 300 TRENCHING EXCEPT THAT ALL COMPACTION TESTING RESULTS SHALL BE BASED ON A MODIFIED PROCTOR DETERMINED IN COMPLIANCE WITH ASTM D 1557/AAASHTO T190 UNLESS OTHERWISE APPROVED. FREQUENCY OF COMPACTION TESTING SHALL BE A MINIMUM OF ONE (1) TEST PER FIFTY (50) FEET IN TRAFFIC AREAS OR AS DETERMINED TO BE NECESSARY BY THE ENGINEER. CROSSING PROCTOR DETERMINATIONS SHALL BE PERFORMED ON ALL DIFFERENT CLASSIFICATIONS OF SOIL ENCOUNTERED WITHIN THE TRENCH LENGTH.
- CONTINUITY OF TRACER WIRE SHALL BE TESTED BY CONTRACTOR AND APPROVED BY OWNER PRIOR TO COMPLETING SURFACE RESTORATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL THROUGHOUT THE CONSTRUCTION PERIOD. MEASURES SHALL BE IN COMPLIANCE WITH THE REGULATIONS AND BEST MANAGEMENT PRACTICES CATALOG SEPTEMBER 2005 EDITION.
- A THE CONSTRUCTION CONFERENCE SHALL BE HELD NO LATER THAN 72 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE CONFERENCE SHALL INCLUDE REPRESENTATIVES FROM THE ENGINEER, THE CONTRACTOR(S), AND THE CITY. ALL OTHER INTERESTED UTILITY COMPANIES AND THE PROJECT INSPECTOR.
- NEW WATERLINES SHALL NOT BE CONNECTED TO THE EXISTING SYSTEM UNTIL THEY HAVE BEEN SUCCESSFULLY TESTED AGAINST EXISTING VALVES WILL NOT BE ALLOWED. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL VALVES AND TRAP VALVES, TRUST RESTRAINTS AND ANY OTHER ITEMS REQUIRED TO COMPLETE TESTING PRIOR TO CONNECTIONS.
- ALL WORK WITHIN URSOH PACIFIC RAILROAD RIGHT OF WAY SHALL CONFORM WITH THE ENCROACHMENT PERMIT OBTAINED BY THE CITY.
- CONTRACTOR SHALL OBTAIN AND COMPLY WITH A CITY OF BONNERS FERRY RIGHT OF WAY ENCROACHMENT PERMIT FOR ALL WORK WITHIN CITY RIGHT-OF-WAY.
- ANY HYDRANT, NEW OR EXISTING, SHALL BE BAGGED IF NOT ACTIVE AND AVAILABLE FOR USE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING A CLEAN SITE, SEDIMENT TRAPPING OR OTHER PRE-RELEASE DISCHARGE SHALL NOT BE ALLOWED. CONTRACTOR SHALL IDENTIFY, PROVIDE, INSTALL AND MAINTAIN NECESSARY BMPs.

### WATER SYSTEM CONSTRUCTION SPECIFICATIONS

#### INSTALLATION OF WATER MAINS AND SERVICES

PIPE LAYING: PIPE INSTALLATION SHALL BE PERFORMED IN COMPLIANCE WITH USFWC 401 AND IN COMPLIANCE WITH THE DEPTH, ALIGNMENT, AND GRADE SPECIFIED IN THE CONSTRUCTION PLAN. TRENCH EXCAVATION, STABILIZATION AND BACKFILL SHALL BE COMPLETED IN ACCORDANCE WITH USFWC. BEDDING SHALL BE INSTALLED IN ACCORDANCE WITH USFWC. WATER MAIN PIPE SHALL BE KEPT CLEAN DURING LAYING OPERATIONS, AND SHALL BE LAD TO PROVIDE A MINIMUM OF 4.5 FEET OF COVER AND A MAXIMUM OF SIX (6) FOOT COVER BELOW FINISHED STREET GRADE UNLESS OTHERWISE APPROVED BY THE CITY. WATER MAIN LINES SHALL GENERALLY BE CENTERED BY THE CITY OR SHOWN ON THE PLANS. DEFLECTION AT JOINTS SHALL NOT EXCEED THE MANUFACTURER'S RECOMMENDATIONS. ABSOLUTELY NO DEFLECTION SHALL BE ACHIEVED BY HORIZONTAL OR VERTICAL DEFLECTION OF THE PIPE BODY DURING PIPE LAYING OPERATIONS. THE CONTRACTOR SHALL INSURE THAT THE END OF THE CAST IRON END IS SEALED AGAINST THE INFILTRATION OF DIRT, WATER, ANIMALS, ETC. CONTRACTOR SHALL MEET OR EXCEED COST REQUIREMENTS AT ALL TIMES.

CUTTING OF PIPE: ALL NECESSARY CUTTING SHALL BE DONE NEATLY AND TRUE BY MEANS OF AN APPROVED CUTTER. THE MINIMUM LENGTH OF PIPE THAT CAN BE INSTALLED IS 3 PIPE DIAMETERS; I.E. THE SHORTEST LENGTH OF 8" PIPE THAT CAN BE INSTALLED IS 24".

TRACE WIRE: A 12-GA. INSULATED TRACE WIRE SHALL BE ATTACHED TO THE TOP OF THE PIPE AT 8 FOOT INTERVALS WITH DUCT TAPE AND SHALL EXTEND THE LENGTH OF THE PIPE. INSTALLATION SPICES IN THE TRACE WIRE SHALL BE MADE WITH A WATERPROOF WIRE NUT SO AS TO PROVIDE AN ELECTRICALLY SOUND CONNECTION. THE TRACE WIRE SHALL BE BROUGHT TO THE SURFACE IN ALL VALVE BOXES AS DETAILED.

FITTINGS: WHERE SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE CITY, FITTINGS SHALL BE INSTALLED IN COMPLIANCE WITH USFWC 401. ALL NON-FLANGED FITTINGS SHALL HAVE MECHANICAL RESTRAINTS IN ADDITION TO THE THRUST BLOCKING.

EASING: ALL FASTENERS USED IN THE ASSEMBLY OF LOOSE FITTINGS SHALL BE ZINC PLATED, NICKEL COPPER ALLOY OR STAINLESS STEEL. ANY PRE ASSEMBLED FITTINGS THAT COME EQUIPPED WITH FASTENERS MADE OF MATERIAL NOT LISTED HEREIN SHALL BE COATED WITH A 20-MIL COATING OF THERMALLY APPLIED POLYURETHANE UNDERCOATING AFTER ASSEMBLY AND SUCH COATING SHALL BE ALLOWED TO FULLY CURE BEFORE BACKFILLING OPERATIONS ARE COMMENCED.

THRUST BLOCKS: WHERE SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE CITY, CONCRETE THRUST BLOCKS SHALL BE INSTALLED AS DETAILED. WRAP FITTINGS WITH 6 MIL POLYETHYLENE PRIOR TO PLACING CONCRETE. CONCRETE SHALL NOT CONTACT NUT AND BOLTS OF THE FITTING. CONCRETE SHALL BE CONFINED TO THE FITTING THAT IS BEING THRUST-BLOCKED AND SHALL NOT BE ALLOWED TO COME IN CONTACT WITH THE PIPE(S) THE FITTING IS ATTACHED TO. THE USE OF PRECAST THRUST BLOCKS IS PROHIBITED. (MECHANICAL THRUST RESTRAINTS SHALL BE APPROVED BY OWNER PRIOR TO INSTALLATION.)

VALVES: WHERE SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE CITY, VALVES SHALL BE INSTALLED IN COMPLIANCE WITH USFWC 401.

VALVE BOXES: WHERE SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE CITY, VALVE BOXES SHALL BE INSTALLED AS DETAILED.

CONNECTION TO EXISTING WATER SYSTEM - CONNECTION TO THE CITY'S MAIN LINE SHALL NOT BE PERFORMED UNTIL ALL PRESSURE TESTING, STERILIZATION, FLUSHING AND BACTERIOLOGICAL TESTING HAS BEEN COMPLETED. SCHEDULE OUTAGES WITH THE OWNER AT LEAST 48 HOURS IN ADVANCE. OUTAGES SHALL BE LIMITED TO 4 HOURS UNLESS OTHERWISE APPROVED.

#### SEPARATION OF WATER AND SEWER LINES

A. PARALLEL INSTALLATION FOR THE SEPARATION OF WATER MAINS AND NON-POTABLE WATER LINES/APURTENANCES.

CONDITION 1: A HORIZONTAL SEPARATION OF GREATER THAN 10 FEET SHALL BE MAINTAINED BETWEEN OUTSIDE WALLS OF THE WATER LINES AND ANY NON-POTABLE WATER LINE.

CONDITION 2: A HORIZONTAL SEPARATION OF 10 TO 5 FEET SEPARATION REQUIRE SEPARATE TRENCHES AND POTABLE MAIN ABOVE NON-POTABLE MAIN AND NON-POTABLE MAIN TO BE CONSTRUCTED WITH POTABLE CLASS PIPE.

CONDITION 3: A HORIZONTAL SEPARATION OF LESS THAN 8 FEET SHALL REQUIRE THE DESIGN ENGINEER TO SUBMIT DATA TO DEQ FOR REVIEW AND APPROVAL SHOWING THAT THIS INSTALLATION WILL PROTECT PUBLIC HEALTH AND THE ENVIRONMENT AND NON-POTABLE MAIN TO BE CONSTRUCTED OF POTABLE WATER CLASS PIPE.

B. POTABLE AND NON-POTABLE MAINS SHALL NOT BE INSTALLED IN THE SAME TRENCH.

C. SEPARATION OF WATER MAINS FROM PRESSURIZED SEWER LINES REQUIRES CONDITION 1 SEPARATION. CONDITION 2 AND 3 ARE NOT ALLOWED.

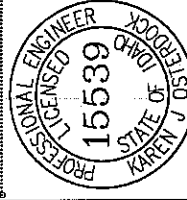
D. CROSSINGS: THE SEPARATION OF WATER MAINS AND SEWER LINES/APURTENANCES.

CONDITION 1: THE BOTTOM OF THE POTABLE WATER MAIN SHALL BE A MINIMUM OF 18 INCHES ABOVE THE POTABLE MAIN. NON-POTABLE MAIN, THE NON-POTABLE JOINT SHALL BE AS FAR AS POSSIBLE FROM THE POTABLE MAIN.

CONDITION 2: IF THERE IS LESS THAN 18 INCHES OF VERTICAL SEPARATION, THE NON-POTABLE MAIN SHALL BE INSTALLED ABOVE THE POTABLE MAIN. CROSSINGS SHALL BE AS FAR AS POSSIBLE FROM POTABLE WATER MAIN OR SEWER. EITHER POTABLE OR NON-POTABLE PIPE WITH POTABLE WATER CLASS PIPE FOR 10 FEET EITHER SIDE OF CROSSING.

E. SEPARATION OF WATER MAINS FROM PRESSURIZED SEWER LINES REQUIRES CONDITION 1 SEPARATION. CONDITION 2 IS NOT ALLOWED.

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CITY OF BONNERS FERRY  
GENERAL PROJECT NOTES AND  
WATER SYSTEM IMPROVEMENTS  
WATER SYSTEM CONSTRUCTION  
SPECIFICATIONS

PROJECT NO.: 45005  
DESIGNED BY: KJO  
DRAWN BY: SCS  
CHECKED BY: 45005CSJL/DWC  
DATE: 03-14-2014  
SHEET NO. A4

# WATER SYSTEM CONSTRUCTION SPECIFICATIONS (CONT.)

## WATER SYSTEM APPROVED MATERIALS

CONTRACTORS REQUESTING APPROVAL OF MATERIAL OTHER THAN SPECIFIED BELOW SHALL SUBMIT A MANUFACTURER'S SPECIFICATION SHEET TO THE CITY FOR APPROVAL. MATERIAL NOT SPECIFIED BE LOW, AND NOT APPROVED BY THE CITY PRIOR TO THE BEGINNING OF THE PROJECT, SHALL NOT BE USED.

ALL MATERIALS THAT COME IN CONTACT WITH DRINKING WATER SHALL BE EITHER "NSF-61, ANNEX G" OR "NSF-61 AND NSF/ANSI 372".

**WATER MAIN PIPE:**  
 WATER PIPE SHALL BE PRESSURE CLASS 150 OR 200 DUCTILE IRON (DIP), OR DIP-SIZED AWWA C-800 DR18 PVC. THE MINIMUM WATER MAIN SIZE SHALL BE 6" UNLESS OTHERWISE NOTED.

**PIPE FITTINGS:**  
 FITTINGS 3" AND LARGER SHALL BE DUCTILE IRON (AWWA C-153). END CONNECTIONS SHALL BE EITHER FLANGED OR MECHANICAL JOINT.

**BRASS FITTINGS:**  
 ALL BRASS FITTINGS SHALL COMPLY WITH EITHER "NSF-61, ANNEX G" OR "NSF 61 AND NSF/ANSI 372".

**GATE VALVES:**  
 GATE VALVES SHALL BE AWWA C915 RESILIENT SEAT GATE VALVES AND SHALL HAVE A MINIMUM 10-ML EPOXY COATING INSIDE AND OUTSIDE AND SHALL BE AS MANUFACTURED BY:

- ARCO
- MELLER
- MASH
- AMERICAN DARLING.

**VALVE BOXES:**  
 VALVE BOXES PER 6865 SUP-TYPE BOXES WITH HEAVY DUTY TYLER DROP-IN LIDS AND SHALL BE OF SUCH LENGTH TO REACH PROPOSED STREET GRADE AT LEAST 6" LESS THAN FULL EXTENSION. THE WORD "WATER" SHALL BE CAST IN THE COVER. THERE SHALL BE NO APPROVED EQUALS.

**PIPE BEDDING:**  
 BEDDING SHALL BE CLASS A-1 SYSTEM PER ISPMV 305, EXCEPT THAT BEDDING MATERIAL SHALL BE 1/2 INCH MINUS CRUSHED ROCK.

**PIPE JOINT RESTRAINTS:**  
 SHALL BE EPAR IRON SERIES 1600 OR PRE-APPROVED EQUAL INSTALLED ON EACH JOINT INSTALLED WITHIN THE CASING.

**STEEL CASING:**  
 SHALL BE WELDED BLACK STEEL PIPE, WITH A MINIMUM WALL THICKNESS OF 1/4 INCH (FOR 12" CASING).

1. SEALS: NON-METALLIC, NON-SHRINK, PRE-BLENDED COMMERCIAL PRODUCT WITH 28-DAY COMPRESSIVE STRENGTH OF AT LEAST 5,800 PSI.
2. GROUT: NON-SHRINK, NON-METALLIC WATER MIXING COMPOUND CONTAINING PORTLAND CEMENT, SILICA AND/OR OTHER AGENTS. NO CHLORIDES, FLUORIDES, SULPHATES OR NITRATES WILL BE PERMITTED.
3. INSULATORS: CASING RUNNER HEIGHT SHALL BE LARGE ENOUGH SO THAT IT DOES NOT INTERFERE WITH THE RECOMMENDED MINIMUM EDGEMENTS. STAINLESS STEEL NUTS AND BOLTS SHALL BE USED. SPACE PER MANUFACTURER'S RECOMMENDATIONS.

**POTABLE WATERLINE CASING:**  
 SHALL BE 6000 PVC DR25

## STERILIZATION, FLUSHING, BACTERIOLOGICAL TESTING, & HYDROSTATIC PRESSURE TESTING

STERILIZATION, FLUSHING AND TESTING SHALL BE PERFORMED ON THE COMPLETE SYSTEM UNLESS OTHERWISE APPROVED BY THE CITY.

STERILIZATION, FLUSHING AND TESTING SHALL BE PERFORMED IN COMPLIANCE WITH ISPMV 401 (3.9). F SODIUM HYPOCHLORITE TABLETS ARE TO BE USED FOR STERILIZATION. THEY SHALL BE ADHERED TO THE SPIGOT END OF THE PIPE USING PERMATEX CLEAR RTV SILICONE ADHESIVE SEALANT. THE MINIMUM NUMBER OF TABLETS TO BE USED IN EACH 20' PIPE LENGTH IS DETAILED IN THE TABLE BELOW:

PIPE DIAMETER IN INCHES	NUMBER OF 5-GRAM TABLETS
6	1
8	2
10	3
12	5

IN ADDITION, PLACE 1 TABLET IN EACH HYDRANT, HYDRANT BRANCH AND OTHER APPURTENANCE.

**FLUSHING:** ALL LINES THAT HAVE BEEN STERILIZED SHALL BE FLUSHED AFTER A MINIMUM 24 HOUR SOAK TIME AND SHALL BE FLUSHED UNTIL THE CHLORINE RESIDUAL OF THE FLUSHING WATER IS EQUAL TO THE RESIDUAL IN THE EXISTING WATER SYSTEM. THE CITY WILL SAMPLE THE FLUSHING WATER TO DETERMINE WHEN THE FLUSHING IS COMPLETE. FLUSHING SHALL BE COMPLETED IN ACCORDANCE WITH ISPMV 401.

**BACTERIOLOGICAL TESTING:** TWO (2) CONSECUTIVE SAMPLES, TAKEN A MINIMUM OF 24 HOURS APART, MUST HAVE THE RESULT "COIFORM ABSENT" PRIOR TO PLACING THE LINE IN SERVICE. THE CITY SHALL SAMPLE THE STERILIZED SYSTEM AT RANDOM LOCATIONS AND SHALL HAVE THE SAMPLES ANALYZED FOR BACTERIOLOGICAL QUALITY BY A STATE CERTIFIED LABORATORY. IF THE CITY DETERMINES THAT THE SYSTEM DOES NOT MEET THE CITY'S REQUIREMENTS FOR BACTERIOLOGICAL QUALITY, THE CONTRACTOR SHALL REFLUSH AND RETESTING AND FOR THE COST OF ALL WATER USED FOR REFRESHING PURPOSES. REFLUSHING, REFLUSHING AND RETESTING SHALL CONTINUE UNTIL THE RESULTS OF ALL BACTERIOLOGICAL TESTING RETURN AS ABSENT. CONTRACTOR SHALL BE RESPONSIBLE FOR LOADING THE LINES.

**HYDROSTATIC PRESSURE TESTING:** THE CONTRACTOR SHALL PERFORM HYDROSTATIC PRESSURE TESTING AND LEAKAGE TESTING IN COMPLIANCE WITH ISPMV 401 (3.6) EXCEPT THAT THE TEST PRESSURE IN ALL INSTANCES SHALL BE PIPE PRESSURE CLASS +50 PSI. CONTRACTOR SHALL BE RESPONSIBLE FOR LOADING THE LINES. HYDROSTATIC PRESSURE TESTING AND LEAKAGE TESTING SHALL NOT BE PERFORMED UNTIL:

1. ALL UTILITIES, INCLUDING WATER, SEWER, POWER, TELEPHONE AND TV CABLE HAVE BEEN INSTALLED AND THE TRENCHES HAVE BEEN COMPACTED;
2. COMPACTON CERTIFICATES HAVE BEEN SUBMITTED AND APPROVED
3. THE STREET IS AT SUBGRADE AND READY TO PAVE.

LEAKAGE TESTING SHALL BE PERFORMED USING THE FOLLOWING FORMULA:

$$Q = LD \sqrt{P}$$

148,000

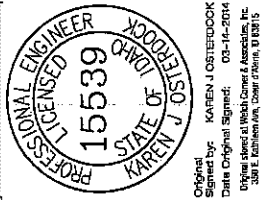
WHERE:

- Q=ALLOWABLE LEAK AGE, IN GALLONS/HOUR
- L=LENGTH OF PIPE SECTION BEING TESTED, IN FEET
- D=NOMINAL DIAMETER OF THE PIPE, IN INCHES
- P=AVERAGE TEST PRESSURE, IN PSI

## OPERATING VALVES AND FIRE HYDRANTS

ONLY CITY PERSONNEL ARE ALLOWED TO OPERATE VALVES ON THE EXISTING CITY WATER SYSTEM. THE CONTRACTOR IS PROHIBITED FROM OPERATING ANY VALVE ON THE EXISTING CITY WATER SYSTEM AT ANY TIME IF THE CONTRACTOR NEEDS TO BE ON THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS FROM THE CITY DEPARTMENT. CITY PUBLIC WORKS PERSONNEL SHALL OPERATE EXISTING FIRE HYDRANTS UNLESS ARRANGEMENTS FOR USE OF CONSTRUCTION WATER HAVE BEEN MADE WITH THE CITY BY THE CONTRACTOR. FIRE HYDRANTS SHALL BE OPERATED USING APPROVED FIRE HYDRANT WRENCHES ONLY. OPERATION OF FIRE HYDRANTS WITH PIPE WRENCHES, OR SIMILAR WRENCHES, IS PROHIBITED.

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CITY OF BONNERS FERRY  
 BONNER ST AND COMANCHE ST  
 WATER SYSTEM IMPROVEMENTS  
 WATER SYSTEM CONSTRUCTION SPECIFICATIONS

PROJECT NO.: 45005  
 DESIGNED BY: JAC  
 DRAWN BY: SPS  
 CHECKED BY: SPS  
 DWG NAME: 45005CS01.DWG  
 DATE: 03-14-2014  
 SHEET NO: