

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. Special accommodations to see, hear, or participate in the public meeting should be made at City Hall within two days of the public meeting.

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. We are a city that welcomes all people.

AGENDA
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
May 18, 2021
6:00 pm

Join video Zoom meeting: <https://zoom.us/j/17672764>

Meeting ID: 176727634

Join by phone: 253-215-8782

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

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

REPORTS

Police/Fire/City Administrator/City Engineer/Economic Development Coordinator/Urban Renewal District/SPOT/Golf

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the May 4, 2021 Council meeting minutes and May 10, 2021 Special Council meeting minutes
4. Treasurer's Report

OLD BUSINESS

NEW BUSINESS

5. **City** – Consider the request from Manny Figueroa regarding the Memorial Day parade {action item}
6. **Electric** – Consider authorizing the Mayor to sign the contract with ALLWEST Testing and Engineering, Inc. for Quality Assurance testing for the Moyie Dam Concrete Rehabilitation Project (attachment) {action item}
7. **Electric** – Discuss the request to purchase a back-up generator for the Moyie Hydro (attachment) {action item}
8. **Electric** – Consider authorizing the Mayor to sign the contract with HDR Engineering, Inc. for the required audit of the Owner's Dam Safety Program (attachment) {action item}
9. **City** – Consider authorizing the Mayor to sign the grant match letter for the Economic Development Council (attachment) {action item}
10. **Planning** – Consider authorizing the Mayor to sign the letter of commitment with the Blue Cross Foundation for the Comprehensive Plan rewrite (attachment) {action item}
11. **City** – Consider the proposal by Selkirk Sealcoat to sealcoat asphalt at the City Yard (attachment) {action item}

ADJOURNMENT

**MINUTES
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
May 4, 2021
6:00 pm**

Mayor Dick Staples called the Council meeting of May 4, 2021 to order at 6:00 pm. Present for the meeting were: Council Members Adam Arthur, Valerie Thompson, Rick Alonzo and Ron Smith. Also present were: City Attorney Andrakay Pluid, City Clerk/Treasurer Christine McNair, City Administrator Lisa Ailport, City Engineer Mike Klaus and Economic Development Coordinator Dennis Weed. Members of the public present were: Marciavee Cossette, Jerry Higgs, Denise Crichton, Dave Gray, David Clark and Victor Martinez.

Join video Zoom meeting: <https://zoom.us/j/17672764>
Meeting ID: 176727634
Join by phone: 253-215-8782

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Jerry Higgs spoke regarding the library and tiny homes.

REPORTS

Economic Development Coordinator Dennis Weed said there has been some movement on the former Pape property. There will be more changes happening soon in the City.

Urban Renewal District Dennis Weed said John Austin will no longer be administering the Urban Renewal Agency. Golf- Mayor Staples said there are approximately 30 new people that purchased season passes this year.

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the April 20, 2021 Council meeting minutes

Adam Arthur moved to approve the consent agenda. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

OLD BUSINESS

NEW BUSINESS

4. **Water** – Discuss request to advertise for the Water Infrastructure Relocation for Phase 2 of the Highway 95 project (attachment) {action item}

Rick asked about crossing at Fry Street. Mike said that is sewer. Rick Alonzo moved to advertise for the Water Infrastructure Relocation for Phase 2 of the Highway 95 project. Ron Smith seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

5. **Street** – Discuss request to competitively bid Garden Lane Extension project (attachment) {action item}

Lisa said there is no obligation to accept any of the bids, since construction supplies prices have increased so much. Ron said he received a phone call from a resident in that area. The resident is concerned about having his trees removed. Ron told him the plan is not to remove trees, if possible. Adam Arthur moved to approve the request to competitively bid Garden Lane Extension project. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

6. **URA** – Consider authorizing the Mayor to sign the contract with the Urban Renewal Agency for administrative services (attachment) {action item}

Lisa said the Urban Renewal Agency provided the contract for administrative services. Valerie Thompson moved to authorize the Mayor to sign the contract with the Urban Renewal Agency for administrative services. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

7. **City** – Discuss American Rescue Plan Act funds (attachment) {action item}

Lisa said the money is suppose to be released to the State of Idaho by May 10, 2021. Lisa recommends having a workshop to discuss how to spend the money. Valerie recommends waiting to have the workshop until the guidelines have been received. It was decided to have a workshop May 10, 2021 at 5:30 pm.

8. **City** – Discuss Surplus Eliminator funds (attachment) {action item}

Lisa said the legislature has decided to give the surplus to Cities, Counties and Highway Districts to be used for transportation projects. Lisa is requesting to use the money for the Garden Lane Extension project. Adam wants to cover the costs that are unreimbursable for the Garden Lane Extension project. Valerie agrees. Rick Alonzo moved to use the Surplus Eliminator funds \$29,759 for the Garden Lane Extension project. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

ADJOURNMENT

The meeting adjourned at 6:27 pm.

DRAFT

Welcome to tonight's City Council meeting!

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Vision Statement

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AGENDA
SPECIAL CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
May 10, 2021
5:00 pm

NEW BUSINESS

1. **City** – American Rescue Plan Act Workshop {action item}

Lisa said the National League of Cities is predicting the City of Bonners Ferry will receive \$544,127.00. Lisa is looking for direction from Council on what Council is interested in spending the money on. Mike said he doesn't feel a sense of urgency since we have four years to spend the money. Rick and Adam were wondering if it could be used to make things better at the Sewer lagoon. Lisa said if projects are on the Capital Improvement Plan, then it should be possible. Mike said it maybe able to use some of this money as match money for a block grant. Mayor Staples wants to see a list of Water and Sewer projects. Lisa said even though Water and Sewer can use all this money, all areas need to be considered. Valerie mentioned using this for Comprehensive Plan. Several options were discussed. Mayor Staples wants a list of items this money can be used for. The next meeting will be May 18, 2021 at 5:00 pm.

ADJOURNMENT

The meeting adjourned at 5:53 pm.



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: May 11, 2021
To: City Council
From: Mike Klaus, City Engineer
Subject: **Moyie Hydro - Proposed Quality Assurance testing by Allwest Testing**

The upcoming spillway project requires several components of testing with respect to rebar placement and concrete testing. Some of the testing is required by the contractor and some is the responsibility of the City.

Quality control is the responsibility of the contractor and covers duties such as rebar inspections and concrete testing. Quality assurance covers a third-party check of the quality control work and results. The City is responsible to provide quality assurance for the spillway project.

I have approached Allwest testing to provide a proposal to cover quality assurance. Allwest put together the attached scope of services and estimated costs for providing quality assurance testing and inspections for construction in 2021.

The attached work proposal from Allwest gives more detail with respect to the work required to complete the work. The total estimate for the work is \$43,050 on a time and material basis. I recommend approval of the proposed work and the attached contract.

Please let me know if you have any questions.

Thank you,

Mike

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made between City of Bonners Ferry (CITY), a political subdivision of the state of Idaho, herein "ENTITY" and ALLWEST Testing and Engineering Inc., herein "(CONTRACTOR)".

The parties agree as follows:

1. SCOPE OF WORK: ENTITY engages CONTRACTOR to perform the work associated with engineering services as it relates to dam safety, specifically, additional services as described in the letter scope of work provided by ALLWEST Testing and Engineering Inc., as included in Exhibit "A" attached hereto.

2. PAYMENT: ENTITY agrees to pay CONTRACTOR for his services rendered under this Agreement an amount not to exceed the total sum of \$43,050.00 for said services. The parties agree that CONTRACTOR will invoice ENTITY for payment under this Agreement for services rendered herein.

3. RIGHT OF CONTROL: ENTITY agrees that it will have no right to control or direct the details, manner, or means by which CONTRACTOR accomplishes the results of the services performed hereunder. CONTRACTOR has no obligation to work any particular hours or days or any particular number of hours or days. CONTRACTOR agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.

4. INDEPENDENT CONTRACTOR RELATIONSHIP: CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of ENTITY. ENTITY shall determine the work to be done by CONTRACTOR, but CONTRACTOR shall determine the legal means by which it accomplishes the work specified by ENTITY.

5. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by ENTITY on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR understands that CONTRACTOR is responsible to pay, according to law, CONTRACTOR's income tax. CONTRACTOR further understands that CONTRACTOR may be liable for self-employment (Social Security) tax to be paid by CONTRACTOR according to law.

6. LICENSES AND LAW: CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the services under this agreement. CONTRACTOR further agrees to comply with all applicable laws in the performance of the services hereunder.

7. FRINGE BENEFITS: Because CONTRACTOR is engaged in its own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of ENTITY.

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. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES: CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

10. EFFECTIVE DATE: This contract deliverables will be completed by CONTRACTOR by December 31, 2021.

11. 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.

12. 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 act and/or any performances or activities of CONTRACTOR, CONTRACTOR's agents, employees, or representatives under this Agreement.

13. 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 \$1,000,000.00, 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 said insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

14. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

15. CHOICE OF LAW: Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

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

17. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

18. 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:

James R. Staples, Mayor

CONTRACTOR:

By

(Name)

ATTEST:

*Christine McNair
City Clerk of Bonners Ferry*

Its

(Title or Office)

WITNESS:

(Signature of Witness or Notary Public)

Form and content approved by Andrakay Pluid, attorney for the City of Bonners Ferry.

Exhibit A

ALLWEST Letter Scope



May 3, 2021

City of Bonners Ferry
PO Box 149
Bonners Ferry, Idaho 83805

**RE: Cost Estimate for Construction Materials Testing & Special Inspections
Moyie Dam Concrete Rehabilitation Project
Boundary County, Idaho
ALLWEST Proposal No. 120-234P**

ALLWEST Testing & Engineering, Inc. is pleased to provide you with the following cost estimate for construction materials testing and special inspections for the proposed Moyie Dam Concrete Rehabilitation project in Boundary County, Idaho. Based on a review of plans and specifications, we are confident that our firm will provide the necessary testing services in a cost effective, timely, and professional manner. This cost estimate summarizes our unit prices and our estimated fees to provide our services.

PROJECT DESCRIPTION

We understand the project will be rehabilitating the downstream concrete surface including the west and east spillways and dam face. Project will include erosion control and mitigation, hydro-demolition, concrete dowling, concrete reinforcement, shotcrete and cast in place concrete.

QUALIFICATIONS AND PERSONNEL

ALLWEST employs a staff of qualified engineers, inspectors, and technicians in our five offices located in Hayden, Lewiston and Meridian, Idaho, Spokane Valley, Washington, and Missoula, Montana. These include ten registered professional engineers and over fifty inspectors and technicians. Our offices maintain a national accreditation through AASHTO Materials Reference Laboratory (AMRL). Our offices employ ICC certified technicians and inspectors. Additionally, our inspectors and technicians maintain WAQTC and ACI certifications. We also provide Non-Destructive Testing (NDT) to Level II ASNT practices.

SCOPE OF SERVICES

Reinforced Concrete/Shotcrete Testing & Inspections:

ALLWEST will provide a certified special inspector to observe and evaluate placement of reinforcing and testing of concrete/shotcrete during placement. Our services will include the following:

690 W. Capstone Ct., Hayden, ID 83835
Phone: 208.762.4721 • Fax: 208.762.0942

Hayden, ID • Lewiston, ID • Meridian, ID • Spokane Valley, WA • Missoula, MT
www.allwesttesting.com

- Reinforcing steel and placement.
- Bar size and grade.
- Lap splice.
- Cleanliness, clearance, and coverage.
- Verify mix specifications and parameters.
- Slump, air content, unit weight and temperature.
- Cast shotcrete panels for coring.
- Compressive strength shotcrete cores as required.
- Cast compressive strength cylinders as required.

Proprietary Anchors:

ALLWEST will provide a certified inspector to observe the installation of proprietary anchors. Our services will include:

- Anchor size and embedment.
- Epoxy type and expiration date.
- Cleanliness of holes per manufacture recommendation.

REPORTING

After each test and prior to our departure daily, **ALLWEST** can leave a copy of our daily field report on-site upon request. Reports will be reviewed and sent to the project manager typically within 48 hours. Reports can be sent by fax, e-mail or direct service upon request.

ALLWEST has assigned Mr. Chris McKissen as the project manager for this project. Mr. McKissen will schedule field personnel and maintain communication with your project manager. Mr. McKissen will be the primary point of contact for the project.

TABLE OF ESTIMATED COSTS

Our estimate is based upon time and materials. If quantities or frequencies change, a corresponding change in price would occur. Rates are based upon an 8-hour workday. A +1.5 per hour surcharge for work performed in excess of 8-hours may be added. Work performed on Sundays or holidays will be billed at two times the unit rates. **ALLWEST** will invoice on a time and materials basis, portal to portal with a two-hour minimum. Services not shown in the table will be invoiced at unit rates on our current schedule of fees.

DESCRIPTION	ESTIMATED QTY.	UNIT RATE	ESTIMATED COST
Schedule A – West Spillway			
Concrete/Shotcrete/Epoxy Anchors			
Special Inspector/Tester/Coring	320/hours	\$70.00	\$22,400.00



Overtime	60/hours	\$35.00	\$2,100.00
Coring Equipment	10/days	\$125.00	\$1,250.00
Concrete/Shotcrete Pick Up	100/hours	\$60.00	\$6,000.00
Concrete Cylinder/Core Compressive Strength	125/each	\$30.00	\$3,750.00
Subtotal for Concrete			\$35,500.00
Management and Administration			
Clerical	14/hours	\$60.00	\$840.00
Project Management	24/hours	\$90.00	\$2,160.00
Mileage	7,000/miles	\$0.65	\$4,550.00
Subtotal for Management and Administration			\$7,550.00
Total			\$43,050.00

REMARKS

ALLWEST appreciates the opportunity to submit this cost estimate, and we look forward to serving your testing and inspection needs. If you have any questions or need additional information, please do not hesitate to call me at (208) 762-4721.

Sincerely,

ALLWEST Testing & Engineering, Inc.



Chris McKissen
 Testing Services Manager





MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: May 11, 2021
To: City Council
From: Mike Klaus, City Engineer
Subject: **Moyie Hydro - Back-up Generator for Dam, GSU, Powerhouse**

City staff has been working to upgrade the communications at the dam, so that the four generators at the dam can be operated effectively and safely. In my engineer's report of March 16, I described some of the operational issues we are having, and the need to provide more reliability in communication between the dam the GSU (generator step-up unit), and the powerhouse.

One key component in providing greater reliability is to implement a back-up generation system that would do the following:

- Enable communication to continue when the power is out at the facility.
- Lighting would still be available at the site.
- Cameras would still be operable to help operators verify emergency conditions.
- Power the winch cart if power is out. This could be very important if power is lost while using the cart.
- Allow for operation of critical valves at the dam during power loss.

The Hydro crew and our electrical engineer have helped specify a 125 KW 480Volt generator as attached. The unit quoted costs \$33,730.89.

Please let me know if you have any questions.

Thank you,

Mike



May 12, 2021

Prepared by

Jonathan Rapose
 (509) 999-0316
 jonathan.rapose@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	C125N6, 125kW, 60Hz, Standby, Natural Gas/Propane Genset U.S. EPA, Stationary Emergency Application C125N6, 125kW, 60Hz, Standby, Natural Gas/Propane Genset Duty Rating - Standby Power (ESP) Emissions Certification - SI, EPA, Emergency, Stationary, 40CFR60 Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable IBC Seismic Certification OSHPD Seismic Certification Exciter / Reg - Torque Match Voltage - 277 / 480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12L, 480 / 277V, 105C, 40C Ambient, Increased Motor Starting (IMS) Battery Rack Alternator Heater, 120 Volt AC Aluminum Weather Protective Enclosure, with Exhaust System Enclosure Color - Green, Aluminum Enclosure - Wind Load 180 MPH, ASCE7-10 Skidbase - Housing Ready Control Mounting - Left Facing PowerCommand 2.3 Controller Gauge - Oil Pressure Warning - Low Fuel Gas Pressure Analog Meters - AC Output Stop Switch - Emergency Relays - Aux, Qty2 - 25A - 15 Volts DC / 10A - 30 Volts DC Control Display Language - English Load Connection - Single Circuit Breaker, Location A, 125A - 400A, 3P, LSI, 600 Volts AC, 80%, UL Circuit Breaker or Terminal Box (Position B) - None Circuit Breaker or Terminal Box (Position C) - None Bottom Entry, Right Engine Governor - Electronic, Isochronous Single Gas Fuel - NG or LP Vapor Engine Starter - 12 Volt DC Motor Engine Air Cleaner - Normal Duty Battery Charging Alternator Battery Charger - 6 Amp, Regulated Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Shutdown - Low Coolant Level Extension - Coolant Drain Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater Engine Oil Heater - 120 Volts AC, Single Phase Engine Oil Genset Warranty - 2 Years Base Literature - English Packing - Skid, Poly Bag Extension - Oil Drain	1
2	Battery-Wet, 12V, Group 34, 850CCA	2
3	Liquid Propane Vaporizer	1
4	Freight (Factory direct to one location, off loading done by other)	1
5	Service (Cummins tech onsite one day, start up, 2 hr. load bank, customer training)	1

TOTAL: \$ 33,730.89



Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

No spec or one-line provided

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Jonathan Rapose, Account Executive
jonathan.rapose@cummins.com
(509) 999-0316

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

SCOPE Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. Any Quote is valid for 60 days. The price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

SHIPPING; DELIVERY; DELAYS Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

PAYMENT TERMS; CREDIT; RETAINAGE Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

TAXES; EXEMPTIONS Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

TITLE; RISK OF LOSS Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

INSPECTION AND ACCEPTANCE Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

LIEN; SECURITY AGREEMENT Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times. **CANCELLATION; CHARGES** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office 60 or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

MANUALS Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost. **TRAINING; START UP SERVICES; INSTALLATION** Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

MANUFACTURER'S WARRANTY Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

WARRANTY PROCEDURE Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

LIMITATIONS ON WARRANTIES

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

INDEMNITY Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

DEFAULT; REMEDIES Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

CUSTOMER REPRESENTATIONS; RELIANCE Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

CONFIDENTIALITY Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

GOVERNING LAW AND JURISDICTION This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

INSURANCE Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

INTELLECTUAL PROPERTY Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

MISCELLANEOUS Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern. Cummins may incur additional charges which will be passed on to the Customer, as applicable.

COMPLIANCE Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



Spark-ignited generator set

125 & 150 kW standby
EPA emissions



Description

Cummins Power Generation generator sets are fully integrated power generation systems providing optimum performance, reliability and versatility for stationary standby applications.

Features

Gas engine - Rugged 6-cylinder Cummins QSJ8.9G spark-ignited engine delivers reliable power. The electronic air/fuel ratio control provides optimum engine performance and fast response to load changes.

Alternator - Several alternator sizes offer selectable motor starting capability with low reactance 2/3 pitch windings, low waveform distortion with non-linear loads and fault clearing short-circuit capability.

Control system - The PowerCommand® 2.3 electronic control is standard equipment and provides total generator set system integration including automatic remote starting/stopping, precise frequency and voltage regulation, alarm and status message display, output metering, auto-shutdown at fault detection and NFPA 110 Level 1 compliance. The PowerCommand® 3.3 control is also available as an option.

Cooling system - Standard cooling package provides reliable running at up to 50°C (122°F) ambient temperature.

Enclosures - The aesthetically appealing enclosure incorporates special designs that deliver one of the quietest generators of its kind. Aluminum material plus durable powder coat paint provides the best anti-corrosion performance. The generator set enclosure has been evaluated to withstand 180 MPH wind loads in accordance with ASCE7-10. The design has hinged doors to provide easy access for service and maintenance.

NFPA - The generator set accepts full rated load in a single step in accordance with NFPA 110 for Level 1 systems.

Warranty and service - Backed by a comprehensive warranty and worldwide distributor and dealer network.

Model	Natural Gas		Propane		Data sheets 60 Hz
	Standby (60 Hz)		Standby (60 Hz)		
	kW	kVA	kW	kVA	
C125N6	125	156	125	156	NAD-6303
C150N6	150	188	150	188	NAD-6304

Generator set specifications

Governor regulation class	ISO 8528 Part 1 Class G3*
Voltage regulation, no load to full load	± 1.0%
Random voltage variation	± 1.0%
Frequency regulation	Isochronous
Random frequency variation	± 0.25% @ 60 Hz
Radio frequency emissions compliance	FCC code title 47 part 15 class B

* - with heavy-duty engine air cleaner option installed

Engine specifications

Design	Turbocharged and Aftercooled
Bore	114.1 mm (4.49 in)
Stroke	144.5 mm (5.69 in)
Displacement	8.9 liters (543 in ³)
Cylinder block	Cast iron, in-line 6 cylinder
Battery capacity	850 amps at ambient temperature of 0° F to 32° F (-18° C to 0° C)
Battery charging alternator	100 amps
Starting voltage	12-volt, negative ground
Lube oil filter type(s)	Spin-on
Standard cooling system	125 kW - 50° C (122° F) ambient cooling system 150 kW - 45° C (113° F) ambient cooling system
Rated speed	1800 rpm

Alternator specifications

Design	Brushless, 4 pole, drip proof, revolving field
Stator	2/3 pitch
Rotor	Direct coupled, flexible disc
Insulation system	Class H per NEMA MG1-1.65
Standard temperature rise	120° C (248° F) standby
Exciter type	Torque match (shunt) with PMG as option
Alternator cooling	Direct drive centrifugal blower
AC waveform total harmonic distortion	< 5% no load to full linear load, < 3% for any single harmonic
Telephone influence factor (TIF)	< 50 per NEMA MG1-22.43
Telephone harmonic factor (THF)	< 3%

Available voltages

1-phase	3-phase
• 120/240	• 120/208
• 120/240	• 120/240
• 277/480	• 277/480
• 347/600	• 347/600
• 127/220	• 127/220

Generator set options

Fuel system

- Single fuel - natural gas or propane vapor, field selectable
- Dual fuel - natural gas and propane vapor auto changeover
- Low fuel gas pressure warning

Engine

- Normal or Heavy-duty engine air cleaner
- Shut down - low oil pressure
- Extension - oil drain
- Engine oil heater

Alternator

- 120° C temperature rise alternator
- 105° C temperature rise alternator
- PMG
- Alternator heater, 120V
- Reconnectable full 1 phase output alternator

Control

- PC2.3 with AmpSentry
- PC3.3 with Paralleling
- AC output analog meters
- Stop switch - emergency
- Auxiliary output relays (2)
- Auxiliary configurable signal inputs (8) and relay outputs (8)

Electrical

- One, two or three circuit breaker configurations
- 80% rated circuit breakers
- 100% rated LSI circuit breakers

Enclosure

- Aluminum enclosures with muffler installed - green color
 - Weather
 - Sound Level 1
 - Sound Level 2

Cooling system

- Shutdown - low coolant level
- Warning - low coolant level
- Extension - coolant drain
- Coolant heater options:
 - < 4° C (40° F) - Cold weather
 - < -17° C (0° F) - Extreme cold

Exhaust system

- Exhaust connector NPT
- Exhaust muffler mounted

Generator set application

- Base barrier - elevated genset
- Battery rack, single or dual battery
- Radiator outlet duct adapter

Warranty

- Base warranty - 2 year / 1000 hours, standby
- 3-year standby warranty options
- 5-year standby warranty options

Generator set accessories

- Coolant heaters - 1000W / 1500W
- Battery rack, single or dual battery
- Battery heater kit
- Engine oil heater
- Remote control displays
- Auxiliary output relays (2)
- Auxiliary configurable signal inputs (8) and relay outputs (8)
- Annunciator - RS485
- Remote monitoring device - PowerCommand 500/550
- Battery charger - stand-alone, 12V
- Circuit breakers
- Enclosure Sound Level 1 to Sound Level 2 upgrade kit
- Base barrier - elevated generator set
- Mufflers - industrial, residential, or critical
- Alternator PMG
- Alternator heater

Our energy working for you.™

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power.cummins.com

Control system PowerCommand 2.3



An integrated generator set control system providing voltage regulation, engine protection and operator interface.

Power management - Provides battery monitoring and testing features and smart-starting control system.

InPower™ – PC-based service tool available for detailed diagnostics.

PCCNet RS485 - Network interface (standard) to devices such as remote annunciator for NFPA 110 applications.

Control boards - Potted for environmental protection.

Ambient operation - Suitable for operation in ambient temperatures from -40° C to +70° C and altitudes to 13,000 feet (5,000 meters).

AC Protection

- AmpSentry protective relay
- Over current warning and shutdown
- Over and under voltage shutdown
- Over and under frequency shutdown
- Over excitation (loss of sensing) fault
- Field overload
- Overload warning
- Reverse kW shutdown
- Reverse VAR shutdown
- Short circuit protection

Engine protection

- Overspeed shutdown
- Low oil pressure warning and shutdown
- High coolant temperature warning and shutdown
- Low coolant level warning or shutdown
- Low coolant temperature warning
- High, low and weak battery voltage warning
- Fail to start (overcrank) shutdown
- Fail to crank shutdown
- Redundant start disconnect
- Cranking lockout
- Sensor failure indication
- Low fuel level warning or shutdown
- Emergency stop
- Fuel-in-rupture-basin warning or shutdown

Operator/display panel

- Manual off switch
- 320 x 240 Pixels graphic LED backlight LCD with push button access for viewing engine and alternator data and providing setup, controls, and adjustments (English, Spanish, or French).
- LED lamps indicating genset running, not in auto, common warning, common shutdown, manual run mode and remote start
- Suitable for operation in ambient temperatures from -20° C to +70° C

Alternator data

- Line-to-line and Line-to-neutral AC volts
- 3-phase AC current
- Frequency
- Total kVA

Engine data

- DC voltage
- Lube oil pressure
- Coolant temperature
- Engine speed

Other data

- Generator set model data
- Start attempts, starts, running hours
- Fault history
- RS485 Modbus® interface
- Data logging and fault simulation (requires InPower service tool)

Digital governing (optional)

- Integrated digital electronic isochronous governor
- Temperature dynamic governing

Digital voltage regulation

- Integrated digital electronic voltage regulator
- 2-phase line-to-line sensing
- Configurable torque matching

Control functions

- Time delay start and cooldown
- Cycle cranking
- PCCNet interface
- (2) Configurable inputs
- (2) Configurable outputs
- Remote emergency stop
- Automatic transfer switch (ATS) control
- Generator set exercise, field adjustable

Options

- Auxiliary output relays (2)
- Remote annunciator with (3) configurable inputs and (4) configurable outputs
- PMG alternator excitation
- PowerCommand 500/550 for remote monitoring and alarm notification (accessory)
- Auxiliary, configurable signal inputs (8) and configurable relay outputs (8)
- Digital governing
- AC output analog meters (bargraph)
 - Color-coded graphical display of:
 - 3-phase AC voltage
 - 3-phase current
 - Frequency
 - kVA
- Remote operator panel

Ratings definitions

Emergency standby power (ESP):

Applicable for supplying power to varying electrical load for the duration of power interruption of a reliable utility source. Emergency Standby Power (ESP) is in accordance with ISO 8528. Fuel Stop power in accordance with ISO 3046, AS 2789, DIN 6271 and BS 5514.

Limited-time running power (LTP):

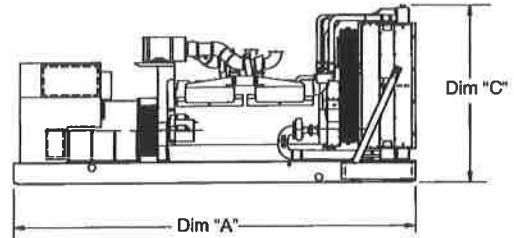
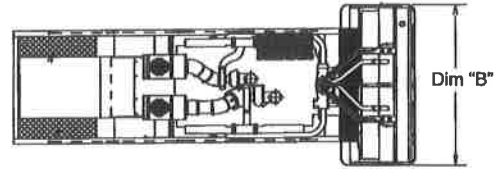
Applicable for supplying power to a constant electrical load for limited hours. Limited Time Running Power (LTP) is in accordance with ISO 8528.

Prime power (PRP):

Applicable for supplying power to varying electrical load for unlimited hours. Prime Power (PRP) is in accordance with ISO 8528. Ten percent overload capability is available in accordance with ISO 3046, AS 2789, DIN 6271 and BS 5514.

Base load (continuous) power (COP):

Applicable for supplying power continuously to a constant electrical load for unlimited hours. Continuous Power (COP) in accordance with ISO 8528, ISO 3046, AS 2789, DIN 6271 and BS 5514.



This outline drawing is for reference only. See respective model data sheet for specific model outline drawing number.

Do not use for installation design

Model	Dim "A" mm (in.)	Dim "B" mm (in.)	Dim "C" mm (in.)	Set Weight* wet kg (lbs.)
Open Set				
C125N6	2867 (113)	1016 (40)	1415 (56)	1580 (3483)
C150N6	2867 (113)	1016 (40)	1415 (56)	1580 (3483)
Weather Protective Enclosure				
C125N6	2867 (113)	1016 (40)	1836 (72)	1661 (3662)
C150N6	2867 (113)	1016 (40)	1836 (72)	1661 (3662)
Sound Attenuated Enclosure Level 1				
C125N6	3621 (143)	1016 (40)	1836 (72)	1776 (3915)
C150N6	3621 (143)	1016 (40)	1836 (72)	1776 (3915)
Sound Attenuated Enclosure Level 2				
C125N6	4061 (160)	1016 (40)	1836 (72)	1791 (3940)
C150N6	4061 (160)	1016 (40)	1836 (72)	1791 (3940)

* Weights above are average. Actual weight varies with product configuration



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: May 11, 2021
To: City Council
From: Mike Klaus, City Engineer
Subject: **Moyie Hydro - FERC-Required Audit of Owner's Dam Safety Program**

Every five years the City is required by the FERC to complete an audit of our Owners Dam Safety Program (ODSP). The ODSP is required to be completed by the end of 2021.

The attached work proposal from HDR gives more detail with respect to the work required to complete the audit. Since this work is required as part of maintaining compliance with the FERC, I recommend approval of the HDR proposal as part of their work under the attached contract with them. The total for the work is \$20,000, on a time and material basis.

Please let me know if you have any questions.

Thank you,

Mike

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made between City of Bonners Ferry (CITY), a political subdivision of the state of Idaho, herein "ENTITY" and HDR Engineering, herein "(CONTRACTOR)".

The parties agree as follows:

1. SCOPE OF WORK: ENTITY engages CONTRACTOR to perform the work associated with engineering services as it relates to dam safety, specifically, additional services as described in the letter scope of work provided by HDR Engineers, as included in Exhibit "A" attached hereto.
2. PAYMENT: ENTITY agrees to pay CONTRACTOR for his services rendered under this Agreement an amount not to exceed the total sum of \$20,000.00 for said services. The parties agree that CONTRACTOR will invoice ENTITY for payment under this Agreement for services rendered herein.
3. RIGHT OF CONTROL: ENTITY agrees that it will have no right to control or direct the details, manner, or means by which CONTRACTOR accomplishes the results of the services performed hereunder. CONTRACTOR has no obligation to work any particular hours or days or any particular number of hours or days. CONTRACTOR agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.
4. INDEPENDENT CONTRACTOR RELATIONSHIP: CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of ENTITY. ENTITY shall determine the work to be done by CONTRACTOR, but CONTRACTOR shall determine the legal means by which it accomplishes the work specified by ENTITY.
5. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by ENTITY on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR understands that CONTRACTOR is responsible to pay, according to law, CONTRACTOR's income tax. CONTRACTOR further understands that CONTRACTOR may be liable for self-employment (Social Security) tax to be paid by CONTRACTOR according to law.
6. LICENSES AND LAW: CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the services under this agreement. CONTRACTOR further agrees to comply with all applicable laws in the performance of the services hereunder.
7. FRINGE BENEFITS: Because CONTRACTOR is engaged in its own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of ENTITY.

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. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES: CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

10. EFFECTIVE DATE: This contract deliverables will be completed by CONTRACTOR by December 31, 2021.

11. 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.

12. 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 act and/or any performances or activities of CONTRACTOR, CONTRACTOR's agents, employees, or representatives under this Agreement.

13. 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 \$1,000,000.00, 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 said insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

14. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

15. CHOICE OF LAW: Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

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

17. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

18. 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:

James R. Staples, Mayor

CONTRACTOR:

By _____
(Name)

ATTEST:

*Christine McNair
City Clerk of Bonners Ferry*

Its _____
(Title or Office)

WITNESS:

(Signature of Witness or Notary Public)

Form and content approved by Andrakay Pluid, attorney for the City of Bonners Ferry.

Exhibit A

HDR Letter Scope



May 10, 2021

Mike Klaus
City Administrator/Engineer
City of Bonners Ferry
PO Box 149,
Bonners Ferry, Idaho 83805

Dear Mike,

HDR Engineering, Inc. was requested by the City of Bonners Ferry (Bonners Ferry) to prepare a scope and budget for the Owners Dam Safety Program (ODSP) Audit. HDR will provide an external audit of the Owner's Dam Safety Program (ODSP). HDR offers the following proposal.

Approach

The scope of the audit primarily focused on sections of the ODSP which include:

- Review of the ODSP produced by Bonners Ferry for the Moyie Project for consistency with the FERC guidelines and requirements.
- Review of operating and maintenance records to determine if proper documentation and notification procedures were followed.
- Review of the Dam Safety Surveillance and Monitoring Plans and Reports (DSSMP and DSSMR) to verify that the DSSMRs are consistent with the FERC-accepted DSSMPs.
- Review of training records and materials to verify that dam safety training is being provided in accordance with the plan.
- Conduct interviews with the CDSE, dam safety staff, facility managers, staff engineers, hydro plant technicians and upper management to determine their understanding of the dam safety program and the implementation of their respective responsibilities.
- A portion of the funds will be allocated for use for on-call consulting

ASSUMPTIONS

Should additional tasks, unforeseen conditions, delays, or project circumstances beyond those anticipated here arise, additional budget may be needed. Such a request would be the subject of an amendment.

We assume the auditor will have the requested document with two weeks for document review.

A single one-day (with an overnight stay) by Ed Perez to the site is assumed. All interviews are assumed to be conducted during a single day along with a site visit. Any required follow-up interviews will be conducted remotely. Bonners Ferry to provide staff to accompany site visit and make staff available for interviews on the day of visit. Project management will be included as part of this task. HDR will work closely with Bonners Ferry to develop a plan for accomplishing the work within the required schedule, and with the necessary review and level of detail. The schedule will be modified to meet project requirements, as needed. A proposed schedule is presented later in this

proposal. Monthly progress reports will accompany invoices to document progress during the billing period, problems or concerns, and the current schedule and budget status for the duration of the project as described in the schedule below.

Project Team

HDR proposes the following staff in support of performing this scope of work.

Ed Perez, P.E.	Auditor/Dam Safety Engineer
Keith Moen, P.E.	Project Manager
Tom O'Brien, P.E.	QC
Kate Eldridge	Principal
Colleen Walker	Administrative Support
Katie Couch	Accounting

Proposed Schedule

Following is a proposed schedule for consideration

- Mid May, 2021 – **Bonnors Ferry Notice to Proceed (NTP)** to HDR.
- Early - June, 2021 – Review of project documents.
- Mid to late June, 2021 – **Schedule and perform interviews** with Bonnors Ferry dam safety staff.
- Early July, 2021 – **Initial Draft ODSP Audit Deliverable:** Submit one (1) electronic PDF copy of the draft ODSP Audit for review/comment by Bonnors Ferry
- Late July 2021 – **Second Draft ODSP Audit Deliverable:** Submit one (1) electronic copy of the second draft ODSP Audit for review/comment by Bonnors Ferry.
- August 2021 – **Final ODSP Audit Deliverable:** Submit one (1) electronic copy and five (5) paper copies of the final report.

Compensation

HDR proposes to complete the above scope of work on a time and materials basis not to exceed \$20,000 without client approval with the following breakdown:

- ODSP Audit – approximately \$15,000.
- On-call dam safety consulting - approximately \$5,000

Terms and Conditions

This work will be performed under a contract that is consistent with HDR's previous contract with Bonners Ferry.

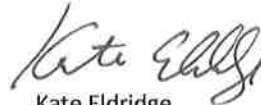
Thank you for the opportunity to offer our services; HDR is fully committed and vested in the successful completion of this project. Should you require further clarification of this proposal, please do not hesitate to contact Project Manager, Keith Moen, at 206.826.4685 or Keith.Moen@hdrinc.com.

Sincerely,

HDR Engineering, Inc.



Keith Moen
Project Manager/
Senior Dam Safety Engineer



Kate Eldridge
Vice President/
Idaho Area Manager

May 18, 2021

Tom Kealey
Director
Idaho Department of Commerce
P.O. Box 83720
Boise, ID 83720

Re: Rural Economic Development Professional Grant Match Letter

Dear Director Kealey,

The purpose of this letter is to confirm that the City of Bonners Ferry is committed to providing \$8,000 for the Boundary Economic Development Council. These funds will be made available to the program for the period July 1, 2021 through June 30, 2022 and may be used for operating expenses.

The match will consist of the following:

Form Of Match	Amount	Description
Cash Contribution	\$8,000	BEDC Operating Expenditures
Fee waiver	\$	
In-kind Services	\$4,800	Office Space
Provision of Infrastructure	\$	
Other	\$	

Sincerely,

James R. (Dick) Staples
Mayor
City of Bonners Ferry



MEMO

CITY OF BONNERS FERRY
OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor and City Council
FROM: Lisa Ailport, City Administrator
DATE: May 12, 2021
RE: Comprehensive Plan Grant- Blue Cross of Idaho Foundation

The attached letter of commitment from the Blue Cross Foundation is presented to City Council to assist the city in the rewrite of the city's 2006 comprehensive plan. At the April 6th meeting, staff brought up the opportunity to partner with the Foundation to rewrite the comprehensive plan with an emphasis on the 5-determinants of community health as a major component of the plan.

The attached letter of commitment, signed by the foundation president, establishes the relationship of this project going forward. If approved, staff will complete the request for qualification (RFQ) to select a consulting firm for the project. Once a consultant is selected, I would expect a contract be brought forward by the Foundation for signature by both parties.

Staff is requesting review and consideration to authorize the Mayor to sign the letter of commitment with the Blue Cross Foundation for up to \$50,000.00 for assistance to rewrite the city's comprehensive planning document.

Please let me know if you have any questions.

Thank you.

Commitment to Fund Agreement

Blue Cross of Idaho Foundation for Health, Inc. (the "Foundation") is pleased to commit funds to the **City of Bonners Ferry** (the "Grantee") with a Foundation Grant (the "Grant"). The Grant is awarded subject to the terms and conditions stated in this Grant and any exhibits or attachments thereto. Please read the terms and conditions of the Grant carefully before signing this document as the Grantee's signature constitutes the Grantee's agreement and acceptance in full of all terms and conditions contained herein.

1. AMOUNT AND ADMINISTRATION OF AWARD

Subject to the terms and conditions set out in the Grant, the Foundation is pleased to commit funding of up to fifty thousand dollars (\$50,000) (the "Maximum Grant Amount") once Grantee confirms in writing to the Foundation that they have secured the remaining funds to complete the project. Grantee shall provide a detailed proposal which will be utilized for the Foundation's review and potential approval. The Foundation may award the full amount of the Maximum Grant Amount, a portion of the amount requested, or none of the amount requested as the Foundation may solely determine.

2. PURPOSE AND USE OF GRANT FUNDS

The Grantee shall utilize Grant funds exclusively for the purposes specified in the approved Fund Disbursement Request Form(s). The Purpose of the grant is to support the city's comprehensive plan update to focus on health. The Grantee will serve as the fiscal agent (directing fund distribution) and/or administering the project(s) or program(s) being supported by the Grant. The Grantee agrees that Grant funds shall not be disbursed to any unrelated third-party organizations, entities, or vendors. The Grantee agrees to make its books and records pertaining to the Grant available to the Foundation at reasonable times.

3. BUDGET

Expenditures of the Grant funds must adhere to the specific line items in the Grantee's approved Grant budget. Grant expenditures must occur during the period under which support is approved unless a no-cost extension or carry forward is approved by the Foundation.

4. INDEMNIFICATION

In consideration for the issuance of Grant funds, the Grantee agrees to indemnify, defend and hold the Foundation and its directors, officers, employees, agents, parent company and affiliates harmless from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorneys' fees and costs) which arise out of or relate to the Grant, or result from any act or omission of Grantee arising from projects funded through or related to the Grant.

5. GRANT TERMINATION

It is expressly agreed that any use by the Grantee of the Grant proceeds for any purpose other than those specified in the Fund Disbursement Request Forms or if in the Foundation's sole judgment, the Grantee becomes unable to carry out the purposes of the Grant or ceases to be an appropriate means of accomplishing the purpose of the Grant, the Foundation may terminate the Grant at any time at its sole option. In the event of termination under this section, the Foundation shall have the right to require that all Grant amounts paid to the Grantee be repaid to it and that any outstanding Grant amount payable be cancelled.

The foregoing terms are hereby accepted and agreed to effective as of the date that the Foundation signs the Grant.

City of Bonner Ferry
(**"Grantee"**)

By: _____

Title: _____

Date: _____

Blue Cross of Idaho Foundation for Health, Inc. ("Foundation")

By: J. Ralph Woodbury

Title: President

Effective Date: 4/21/21



MEMO

CITY OF BONNERS FERRY
OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor and City Council
FROM: Lisa Ailport, City Administrator
DATE: May 12, 2021
RE: Request to have Selkirk Sealcoat perform work at City Yard

The attached quote from Selkirk Sealcoat is to perform two tasks at the city yard.

The first is to apply two coats of asphalt sealer to approximately 29,814 square feet of existing asphalt to maintain the life of the investment. The asphalt is used by all the utilities and therefore in my opinion should be shared equally by all.

The second task is to asphalt a $\pm 3,400$ square foot area located directly in front of the electric storage building. According to the Electric Superintendent, this improvement would provide better access to the building where heavy equipment is stored. Because the improvement is intended to benefit the electric department, the cost would/should be borne by it.

Below is a cost breakdown that I suggest for this project.

Description of Task	Estimated Cost	Electric	Water	Sewer	Streets
Mobilization	\$800.00	\$400	\$133	\$133	\$133
Seal Coat	\$5,664.66	\$1,411.65	\$1,411.65	\$1,411.65	\$1,411.65
New Asphalt	\$9,331.35	\$9,331.35			
Total	\$15,796.00	\$11,143.00	\$1,544.65	\$1,544.65	\$1,544.65

It is my recommendation that the maintenance project be funded this year with the allocation amounts as shown in the above table.

Please let me know if you have any questions.

Thank you.



631 White Mtn Rd
 Sandpoint, ID 83864
 208-290-4661
 jeff@selkirksealcoat.com
 www.selkirksealcoat.com

Estimate

ADDRESS

City Of Bonners Ferry
 Attn: John

ESTIMATE #	DATE
2309	04/02/2021

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Mob	Mobilization	1	800.00	800.00
Sealcoat 2	Clean & Apply 2 coats of asphalt sealer to Approx. 29814 sq ft	29,814	0.19	5,664.66
Grade Existing Material	Grade Existing Material 3403 sq ft	3,403	0.45	1,531.35
Install 3" New Asphalt	Install 3" new asphalt 3403 sq ft 65 tons	65	120.00	7,800.00

TOTAL

\$15,796.01

We agree to furnish all labor and materials, complete, according to the above specifications. Payment will be due on completion of work. (If credit is desired, arrangements must be made in advance). Delinquent accounts shall be charged interest rates of 1.5% per month (annual rate of 18%). All costs of collection, including reasonable attorney fees shall be recovered by Selkirk Sealcoat Inc., should it be necessary to file suit for collection.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory, and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above. All credit cards will be charged additional 3.5%.

Accepted By

Accepted Date

Idaho Public Works 007218-D-4
 WA Contractor #SELKISI80808
 Idaho Contractor Reg#RCE-35410